

City of Hattiesburg, MS

*200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401*



Meeting Agenda

Tuesday, March 21, 2017

5:00 PM

Council Chambers

City Council

I. Call to Order**II. Call to Prayer and Pledge of Allegiance****III. Agenda Order****IV. PRESENTATION AGENDA****V. Approval of Minutes for the February 2, 6, 7, 8, 15 and 21, 2017, City Council meetings.****VI. POLICY AGENDA**

- VI.1. 2017-313** Adopt an Ordinance for the petition filed by Roger McDowell, Owner, to change the zoning classification for a portion of certain property located at 306 Hood Road (Parcel 2-042G-25-050.00, PPIN 6503, Ward 5) from Article 4, Section 64, I-1 (Light Industrial) District to Article 4, Section 53, R-1 B (Single Family Residential) District. The Planning Commission recommended to APPROVE on March 1, 2017.

1. March PC Minutes (draft)
2. Image Sheet - 306 Hood Road - Zoning Change
3. Staff Summary -306 Hood Road
4. Ordinance - 304 Hood Rd

- VI.2. 2017-315** APPROVE or DENY a petition filed by Dustin Gatlin, The Walker Associates, representative, on behalf of Doug Jones, COO, Forrest General Hospital, Owner, to request a variance from Article 5, Section 95.09.2 (A)(a) which states only one (1) free standing sign per lot allowed and instead allow two (2) free-standing signs per lot for a variance of one (1) free standing sign for certain property located at 304 S. 40th Ave. (Parcel 2-028M-07-089.00, PPIN 26461, Ward 3). The Planning Commission recommended to APPROVE on March 1, 2017.

1. March PC Minutes (draft)
2. Image Sheet - 304 S 40th Ave - Variance
3. Staff Summary - 304 S 40th Ave Asbury Hospice
4. 304 S 40th Ave - Applicant Sheet
5. 304 S 40th Ave - Additional sheets

- VI.3. 2017-316** APPROVE or DENY a petition filed by Chris Landry, Architect, on behalf of Nick Crechale, Owner, to request a variance from Article 5, Section 89.08 which states that the maximum width of a curb cut shall be forty (40) feet, and instead allow a width of fifty six (56) feet, for a variance of sixteen (16) feet. The property is located at 5004 Lincoln Road (Parcel 056M-23-010.001, PPIN 29842, Parcel 2-028M-07-089.00, PPIN 12744, and a portion of PARCEL 056M-23-009.000, PPIN 935, Ward 3) and is zoned B-3 (Community Business) District. The Planning Commission recommended to APPROVE on March 1, 2017.
1. March PC Minutes (draft)
 2. Image Sheet - 5004 Lincoln- Variance
 3. Staff Summary -5004 Lincoln Road
 4. 5004 Lincoln - Applicant Sheet
 5. 5004 Lincoln - CRECHALE RETAIL SITE PLAN
- VI.4. 2017-279** Adopt the March 21, 2017 Amendments to the budget for the City of Hattiesburg for the fiscal year ending September 30, 2017 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.
1. Resolution
 2. Worksheet
 3. Published Budgets
- VI.5. 2017-310** Adopt a Resolution authorizing Requisition No. 3 from the Project Fund Construction Account in connection with certain loan agreement, dated as of August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.
1. 2016 Bond Resolution No. 3
- VI.6. 2017-300** Declare and approve a sole source purchase covering rental election equipment and related services for the upcoming municipal election(s), as provided for in MS Code Section 31-7-13(m) (viii), based on information in the attached memorandum; authorize Mayor to execute, in duplicate, rental agreement with Election Systems and Software, Inc.
1. ES&S Agreement
 2. Sole Sorce memo

- VI.7. 2017-304** Approve Payment Application No. 8 and Final Payment to DNA Underground, LLC in the amount of \$13,968.28 for construction services for the 2015 Water System Improvements project; Approve final acceptance of said project; and Authorize publication of Final Settlement of said project.
1. Notice of Final Settlement
 2. Closing Documents
 3. Final Pay Application No. 8
- VI.8. 2017-319** Approve or deny to reinstate budgeted funding for Senior Planner position, per request in attached memorandum.
1. Memo - Senior Planner Position
- VI.9. 2017-322** Approve or deny to reinstate funding for Deputy Clerk of Council Position, per request in attached memorandum.
1. MEMO - Request Re-funding Deputy Clerk of Council Position
- VI.10. 2017-309** Approve and Authorize Mayor to execute, in quadruplicate, contract between the City of Hattiesburg and C.B. Developers, Inc. for construction services for the COMSWIP Water Improvements Phase IV-Miscellaneous Connections Project in the amount of \$271,676.78.
1. Contract
- VI.11. 2017-318** Approve and authorize Mayor to execute professional services agreement with Taffy Pippin Consulting, LLC to develop and submit a Disadvantaged Business Enterprise Plan Update for the Bobby L. Chain Municipal Airport in the amount of \$3,200.00.
1. Agreement
 2. MDOT DBE Email
- VI.12. 2017-317** Authorize Mayor to execute agreement between City of Hattiesburg and Complete Environmental & Remediation Co., LLC, to provide collection and disposal services for the 2017 Household Hazardous Waste Event, to be held April 22, 2017, in conjunction with Forrest County, Lamar County, City of Petal, and the University of Southern Mississippi.
1. HHHW Complete Environmental STANDARD FORM OF AGREEMENT HHW 2017

- VI.13. 2017-297** Authorize Mayor to enter into a lease agreement between the City of Hattiesburg and Rossmeyer Daytona Motorcycles Inc., for the lease of (12) twelve motorcycles for the Hattiesburg Police Department for (1) one year, commencing on April 1, 2017 and ending on March 31, 2018.
1. Lease Agreement- Harley
- VI.14. 2017-305** Authorize Mayor to execute a HOME Program Downpayment Assistance Award in the amount of \$6,159.00 to Kendra Pope and authorize issuance of a manual check for the same, per attached memorandum. {Entitlement}
1. Downpayment Assistance Award
- VI.15. 2017-299** Ratify and confirm the Mayor's re-appointments to the Cable Advisory Board for a term as follows:
1. Leonard Wyatt (OCL) 3/3/2017-3/2/2021
2. Sean Farrell (W4) 3/3/2017- 3/2/2021
1. Farrell- Datat Sheet
2. Wyatt- Data Sheet
- VI.16. 2017-312** Adopt a Resolution authorizing Requisition No. 65 from the Project Fund Construction Account in connection with a certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.
1. 2013 Bond Resolution No. 65
- VI.17. 2017-325** Extend state of emergency for an additional 30 days to allow for the ongoing cleanup resulting from the tornado that occurred on January 21, 2017.

VII. ROUTINE AGENDA

- VII.1. 2017-301** Authorize submission of grant application to Mississippi Department of Transportation for the FY 2017-2018 Transit Multi-Modal Fund in the amount of \$23,000 to fund partially the purchase of a bus for Hub City Transit to replace the bus destroyed by the tornado that hit Hattiesburg January 21, 2017; the other funds used to purchase the bus will be from the Federal Transit Administration's allocation, 5307 Urbanized Area Formula used for Operating and Preventive Maintenance of Hub City Transit in the amount of \$92,000.
1. Multimodal Application Profile
 2. Vehicle Purchase Request Form
 3. Application for Public Transit Funds
 4. Project Justification
- VII.2. 2017-314** Authorize Mayor to execute a rental agreement between the City of Hattiesburg and RJ Young in the amount of \$187.22 monthly for a period of 48 months for equipment, software, and services for a Canon IR C5535i Digital Color Copier/Printer/Scanner for the Department of Federal and State Programs Community Development Block Grant (CDBG) Division. {Entitlement}
1. RJ Young Copier Rental Agreement - CDBG
- VII.3. 2017-311** Authorize Mayor to execute a rental agreement between the City of Hattiesburg and RJ Young in the amount of \$128.00 monthly for a period of 60 months for equipment, software, and services for a HP T930 PS Color Plotter for the Department of Federal and State Programs Metropolitan Planning Organization (MPO).
1. RJ Young Rental Agreement - MPO/GIS
- VII.4. 2017-293** Acknowledge receipt of copy of the audit of the Financial Statements of The Library of Hattiesburg, Petal and Forrest County for the fiscal year ended September 30, 2016.
1. FY 2016 Audit of The Library

- VII.5. 2017-307** Acknowledge bids received February 23, 2017 for the Pathway Improvements From Train Depot to Chain Park project (Project No. STP 8771-00(002) LPA/106943-701000) and accept bid from Precision Construction, LLC in the amount of \$529,780.00 as the lowest and best bid, pending MDOT concurrence.

1. Letter
2. Bid Tab
3. MDOT Letter
4. Checklist to Award
5. Barnett Bid
6. Precision Bid
7. Twin L Bid
8. Fairley Constr. Bid
9. RJM McQueen Bid

- VII.6. 2017-320** Acknowledge receipt of bids opened on March 9, 2017 for Uniforms and Sport Shirts for the Hattiesburg Police Department and Accepts the bid per recommendation in the attached memorandum.

1. Memo for Term Bids
2. Item 16-Midsouth Solutions
3. Item 16A-Galls, LLC
4. Item 16 -Galls
5. Item 16-Midsouth

- VII.7. 2017-306** Approve plans and specifications for the Comprehensive Water Improvements Phase II-Palmers Crossing and Irene Chapel project; Authorize advertisements for bids for same.

1. Plans
2. Specifications
3. Bid Advertisement

- VII.8. 2017-308** Approve the sale of grave spaces, per attached memo.

1. Memo 3-21-17 Grave Sales
2. Deeds-(03-21-17)
3. Grave Receipts3-21-17

- VII.9. 2017-296** Approve and authorize issuance of manual check for CDBG Program Claims per attached memorandum. {Entitlement CDBG}

1. Memorandum for CDBG Payment Breakthrough Community Services.

VII.10. 2017-298 Approve claims docket for the period ending March 17, 2017.

1. Claims Docket 3-17-17

VII.11. 2017-324 Acknowledge bids received on February 2, 2017, for the Gordon's Creek-Depot District Buschman Street to River Avenue project and accept bid from Floore Industrial Contractors in the amount of \$287,905.50 as the lowest and best bid.

1. Letter
2. Bid Tab
3. Floore Industrial Bid
4. Precision Bid
5. Twin L Bid
6. Instructions to Bidders



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-313

MEETING DATE: 03/21/2017

MINUTE BOOK NUMBER:

Brief Title: 306 Hood Road - Rezone

Title: Adopt an Ordinance for the petition filed by Roger McDowell, Owner, to change the zoning classification for a portion of certain property located at 306 Hood Road (Parcel 2-042G-25-050.00, PPIN 6503, Ward 5) from Article 4, Section 64, I-1 (Light Industrial) District to Article 4, Section 53, R-1 B (Single Family Residential) District. The Planning Commission recommended to APPROVE on March 1, 2017.

Type: Ordinance

Drafter: Ginger Maddox

In Control: City Council

Reference:

Attachments: March PC Minutes (draft), Image Sheet - 306 Hood Road - Zoning Change, Staff Summary -306 Hood Road, Ordinance - 304 Hood Rd

File Created: 03/14/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
March 1, 2017**

The Hattiesburg Planning Commission did meet in a regular session on March 1, 2017 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Dick Conville, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Dick Conville, Chairman
Judy Corts
Amy Hinton, Vice-Chairman
Peggy Horton, Secretary
Mark Miller
Jessie Wilson

Commissioners Absent: Sandra Thompson

Also Present: Ginger Maddox, AICP, Planning Division Manager
Pattie Brantley, AICP, Director of Urban Development
Stephen Guthrie, Planner

Chairman Conville declared the meeting of the Hattiesburg Planning Commission open and in session at 1:05 P.M.

INVOCATION

Chairman Conville held a moment of silence.

AGENDA REVIEW

There came the matter of the March 2017 Agenda. A request was made by Chairman Conville for a motion to approve the March 2017 Agenda. A motion was made to approve the March 2017 Agenda by Commissioner Horton and seconded by Commissioner Corts.

Commissioners voting aye: Judy Corts
Amy Hinton
Peggy Horton
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the February 1, 2017 Minutes. A request was made by Chairman Conville for a motion to approve the February 1, 2017 minutes. A motion was made by Commissioner Horton to approve the minutes and seconded by Commissioner Wilson.

Commissioners voting aye: Judy Corts
Amy Hinton
Peggy Horton
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

BUILDING REPORT

There came the matter of the Building Report. There was none.

PLANNING REPORT

There came the matter of the Planning Report by Ginger Maddox, Planning Division Manager. The new Hattiesburg, Mississippi Land Development Code was approved by City Council February 21, 2017 and will go into effect March 23, 2017.

CHAIRMAN’S REPORT

There came the matter of the Chairman’s Report. There was none.

PUBLIC HEARING

Chairman Conville declared the Public Hearing open at 1:15 P.M. and read the rules and procedures of the hearing.

There came the matter of Item A (Rezone), filed by Roger McDowell, Owner, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to change the zoning classification for a certain property located at 306 Hood Road (Parcel 2-042G-25-050.00, PPIN 6503, Ward 5) from Article 4, Section 64, I-1 (Light Industrial) District to Article 4, Section 53, R-1 B (Single Family Residential) District.

	Name	Address	City/State
<u>Presented by:</u>	Roger McDowell	203 S. 22 nd Ave.	Hattiesburg, MS
	- Owner		
<u>Proponents:</u>	Rev. Nathan Jordan	204 Old Airport Rd.	Hattiesburg, MS
	- Community Action Team		
<u>Opponents:</u>	None		

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Corts made a motion to approve the request to approve the zoning change because there is a public need for the change in question, based on the Comprehensive Plan, such as the proposed Habitat for Humanity housing. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Judy Corts
Amy Hinton
Mark Miller

Peggy Horton
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B (Variance), filed by Dustin Gatlin, The Walker Associates, Representative, on behalf of Doug Jones, COO, Forrest General Hospital, Owner, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a variance from Article 5, Section 95.09.2 (A)(a) which states only one (1) free standing sign per lot when the lot and instead allow two (2) free-standing signs per lot for a variance of one (1) free standing sign for certain property located at 304 S. 40th Ave. (Parcel 2-028M-07-089.00, PPIN 26461, Ward 3).

	Name	Address	City/State
<u>Presented by:</u>	Doug Jones	P.O. Box 16389	Hattiesburg, MS
	- COO, Forrest General Hospital, Owner		
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Hinton made a motion to approve the variance because special conditions and circumstances do exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; that literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code; that special conditions and circumstances do not result from the actions of the applicant; that granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district; with the stipulation that the signage on this property must be limited to monument signs similar to residential neighborhood signs. The motion was seconded by Commissioner Corts.

Commissioners voting aye: Judy Corts
Amy Hinton
Peggy Horton
Jessie Wilson

Commissioners voting nay: Mark Miller

Commissioners abstaining: None

There came the matter of Item C (Variance), filed by Chris Landry, Architect, on behalf of Nick Crechale, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, requesting a variance from Article 5, Section 89.08 which states that the maximum width of a curb cut shall be forty (40) feet, and instead allow a width of fifty

six (56) feet, for a variance of sixteen (16) feet. The property is located at 5004 Lincoln Road (Parcel 056M-23-010.001, PPIN 29842, Parcel 2-028M-07-089.00, PPIN 12744, and a portion of PARCEL 056M-23-009.000, PPIN 935, Ward 3) and is zoned B-3 (Community Business) District.

	Name	Address	City/State
<u>Presented by:</u>	Christian Landry	5211 Old Hwy 11	Hattiesburg, MS
	- Representative, Architect		
	Nick Chechale	2715 Oak Grove Rd	Hattiesburg, MS
	- Owner		
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Commissioner Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to approve to allow for a safer entry and exit from property because special conditions and circumstances do exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; that literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code; that special conditions and circumstances do not result from the actions of the applicant; that granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district. The motion was seconded by Commission Wilson.

Commissioners voting aye: Judy Corts
Amy Hinton
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

Commissioners recused: Peggy Horton

BUSINESS MEETING

There being no further business, the meeting was adjourned at 2:205 PM. Commissioner Wilson made a motion to adjourn the meeting. The motion was seconded at Commissioner Horton.

Dick Conville, Chairman

Ginger Maddox, AICP, CFM, Planning Division Manager

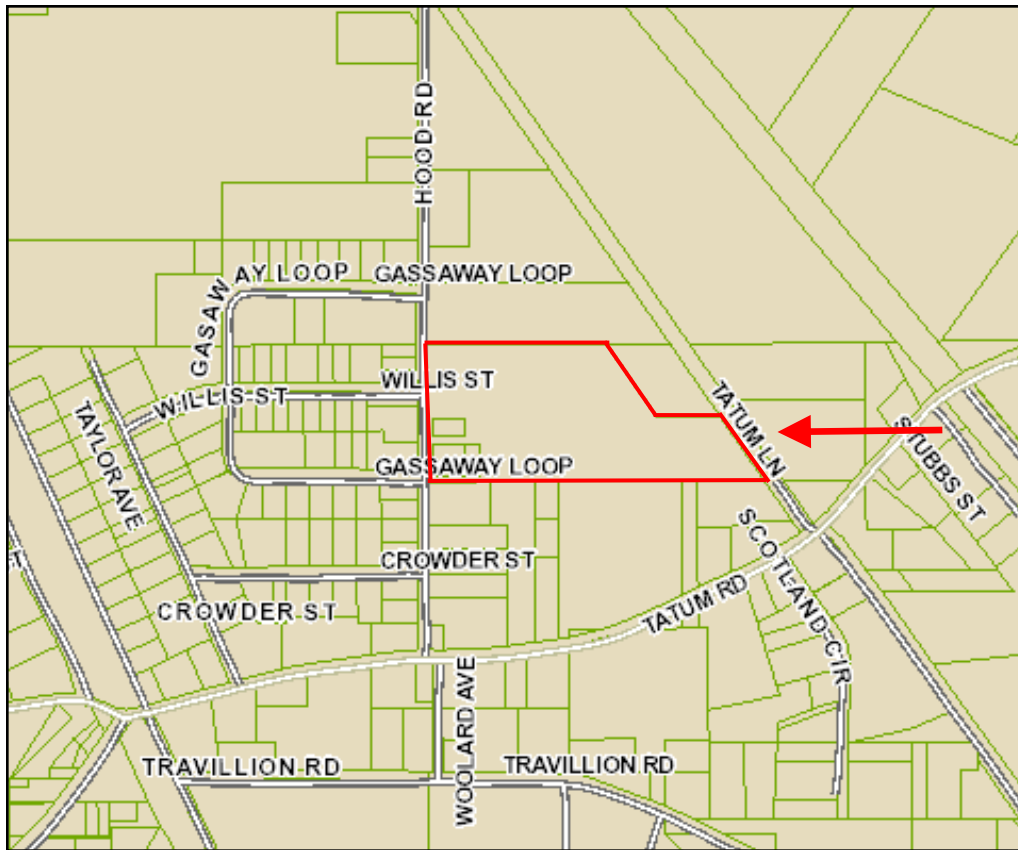
SUBJECT PARCEL: 306 Hood Road

Roger McDowell, Owner

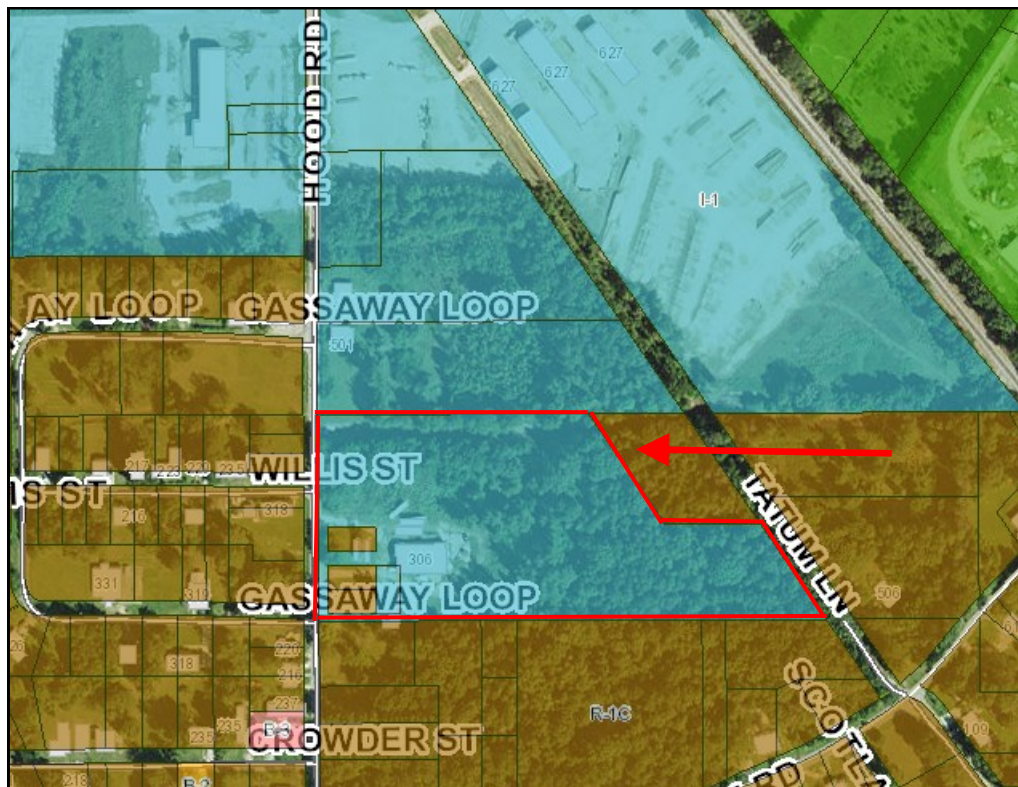
The applicant requests a change to the zoning classification for a property located at 306 Hood Road (Parcel 2-042G-25-050.00 PPIN 6503, Ward 5) from Article 4, Section 64, I-1 (Light Industrial) District to Article 4, Section 53, R-1 B (Single Family Residential) District.



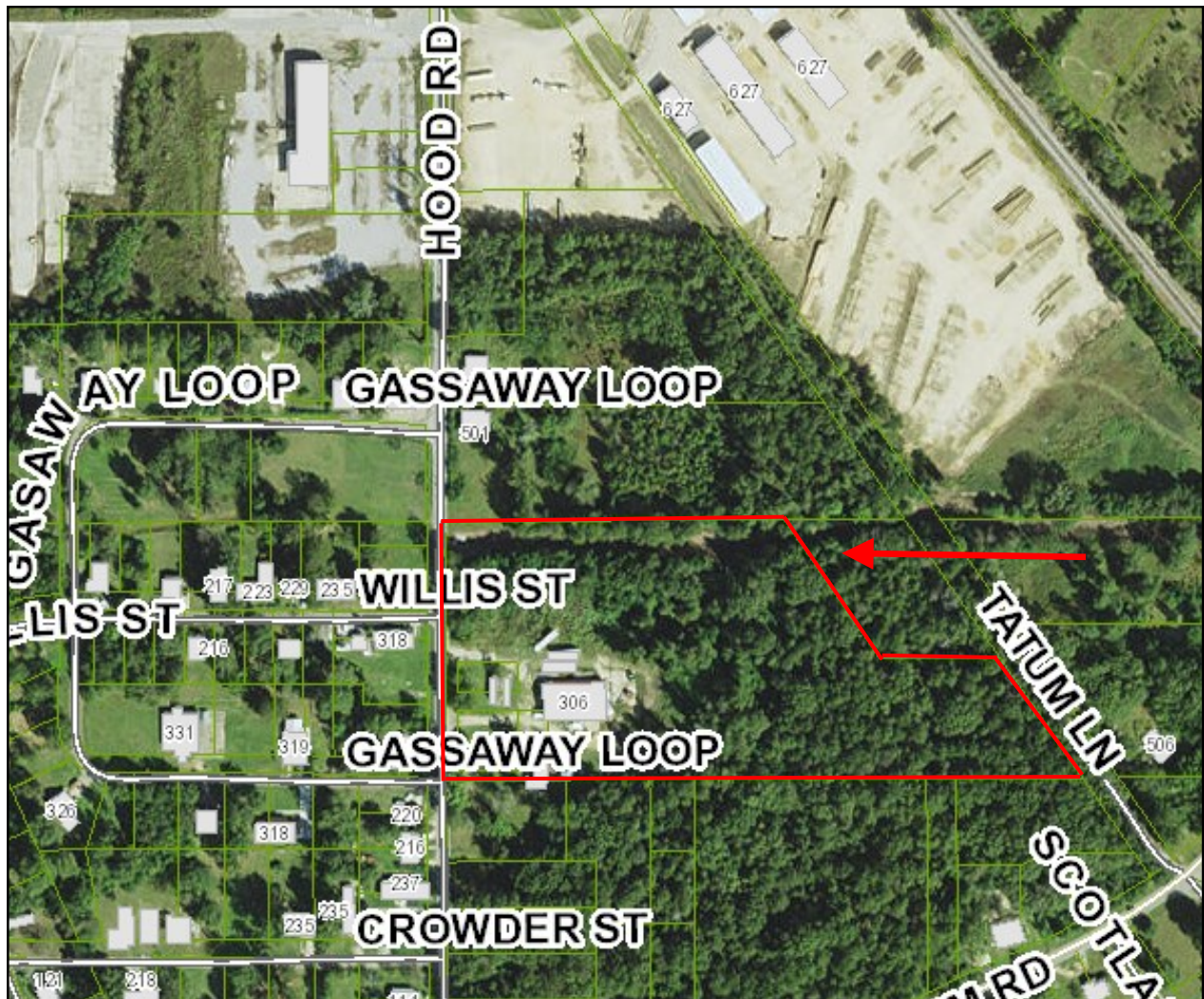
Vicinity Map—Ward 5



Zoning—I-1



Site Aerial



SURROUNDING AREA

**Northern Direction: Residential I-1
Light Industrial District/Residential**



**Southern Direction: R-1C Single
Family Residential/Vacant**



**Eastern Direction: R-1C Single
Family Residential/Undeveloped,
Residential**



**Western Direction: R-1C Single
Family Residential/Residential**





**Planning Commission
Case Fact Sheet**

Property Owner: Roger McDowell, Owner

Address of Properties:
306 Hood Road

Tax Parcels
2-042G-25-050

PPIN:
6503

Ward:
5

Request: **Zoning Change**

Purpose of Request: To consider an application to request a **Zoning Change** for a certain property located at 306 Hood Road from I-1 (Light Industrial) to R-1 B (Single Family Residential)

Applicant Summary: See Attached

Applicable Regulations:

SECTION 64 I-1 Light Industrial District

64.01 General Description: This industrial district is intended primarily for production and assembly plants that are conducted so the noise, odor, dust and glare of each operation is properly controlled. Any use specifically listed in I-2 is prohibited in I-1.

SECTION 53 R-1B Single Family Residential District

53.01 General Description: The principal use is for single-family dwellings and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

Present Zoning:	This parcel is currently zoned I-1 (Light Industrial) District.
Present Use:	Undeveloped/vacant/storage
Surrounding Zoning and Land Use:	North: I-1 Light Industrial District/Residential South: R-1C Single Family Residential/Vacant East: R-1C Single Family Residential/Undeveloped, Residential West: R-1C Single Family Residential/Residential
Most Nearly Bounded By (streets):	This parcel is accessible from the West by Hood Street. It is bounded to the South by Tatum Road, to the North by James Street, and to the East by Tatum Lane.
Letters or Concerns stated:	The Planning Division Office has not received any letters or other written communications relative to this case as of February 16, 2017
History / Background:	This property is proposed to be redeveloped as single family homes to be developed by Habitat for Humanity. Subdivision of the lots will require future review and approval prior to development.
Basis for Approval:	1. There (is / is not) a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property. 2. There (is / is not) a public need for the change in question, based on the Comprehensive Plan.

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

**AN ORDINANCE CHANGING AND AMENDING THE
COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE
COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
FOR A PORTION OF A CERTAIN PROPERTY LOCATED AT 306 HOOD ROAD
(PARCEL 2-042G-25-050.00, PPIN 6503, WARD 5) FROM ARTICLE 4, SECTION 64, I-1
(LIGHT INDUSTRIAL) DISTRICT TO ARTICLE 4, SECTION 53, R-1 B (SINGLE
FAMILY RESIDENTIAL) DISTRICT.**

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said change in zoning for the following reasons:

There is a public need for the change in question, based on the Comprehensive Plan, such as the proposed Habitat for Humanity housing.

Said properties are described as follows:

Commence at the Northwest corner of the NW1/4 of SW1/4 of Section 25, Township 4 North, Range 13 West, thence run East a distance of 20 feet to the point of Beginning, thence run South a distance of 315 feet, thence run East a distance of 150 feet, thence run South a distance of 100 feet, thence run East 874.5 feet, thence North 35 degrees 10 minutes West a distance of 220.2 feet, thence run West a distance of 197.7 feet, thence run North 34 degrees 33 minutes West a distance of 285.3 feet, thence run West a distance of 538.2 feet back to the Point of Beginning;

together with all improvements thereon and appurtenances thereunto belonging.

LESS AND EXCEPT: Commence at the Northwest corner of the NW1/4 of the SW1/4, Section 25, Township 4 North, Range 13 West, Forrest County, Mississippi, and run East for 20.0 feet, thence South 235.0 feet to the Point of Beginning: From said point, thence continue South 50.0 feet, thence East 100.0 feet, then run north 50.0 feet, thence run West 100.0 feet, back to the Point of Beginning.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

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

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

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2017.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-315

MEETING DATE: 03/21/2017

MINUTE BOOK NUMBER:

Brief Title: APPROVE or DENY a petition filed by Dustin Gatlin,

Title: APPROVE or DENY a petition filed by Dustin Gatlin, The Walker Associates, representative, on behalf of Doug Jones, COO, Forrest General Hospital, Owner, to request a variance from Article 5, Section 95.09.2 (A)(a) which states only one (1) free standing sign per lot allowed and instead allow two (2) free-standing signs per lot for a variance of one (1) free standing sign for certain property located at 304 S. 40th Ave. (Parcel 2-028M-07-089.00, PPIN 26461, Ward 3). The Planning Commission recommended to APPROVE on March 1, 2017.

Type: Action Item

Drafter: Ginger Maddox

In Control: City Council

Reference:

Attachments: March PC Minutes (draft), Image Sheet - 304 S 40th Ave - Variance, Staff Summary - 304 S 40th Ave Asbury Hospice, 304 S 40th Ave - Applicant Sheet, 304 S 40th Ave - Additional sheets

File Created: 03/14/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
March 1, 2017**

The Hattiesburg Planning Commission did meet in a regular session on March 1, 2017 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Dick Conville, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Dick Conville, Chairman
Judy Corts
Amy Hinton, Vice-Chairman
Peggy Horton, Secretary
Mark Miller
Jessie Wilson

Commissioners Absent: Sandra Thompson

Also Present: Ginger Maddox, AICP, Planning Division Manager
Pattie Brantley, AICP, Director of Urban Development
Stephen Guthrie, Planner

Chairman Conville declared the meeting of the Hattiesburg Planning Commission open and in session at 1:05 P.M.

INVOCATION

Chairman Conville held a moment of silence.

AGENDA REVIEW

There came the matter of the March 2017 Agenda. A request was made by Chairman Conville for a motion to approve the March 2017 Agenda. A motion was made to approve the March 2017 Agenda by Commissioner Horton and seconded by Commissioner Corts.

Commissioners voting aye: Judy Corts
Amy Hinton
Peggy Horton
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the February 1, 2017 Minutes. A request was made by Chairman Conville for a motion to approve the February 1, 2017 minutes. A motion was made by Commissioner Horton to approve the minutes and seconded by Commissioner Wilson.

Commissioners voting aye: Judy Corts
Amy Hinton
Peggy Horton
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

BUILDING REPORT

There came the matter of the Building Report. There was none.

PLANNING REPORT

There came the matter of the Planning Report by Ginger Maddox, Planning Division Manager. The new Hattiesburg, Mississippi Land Development Code was approved by City Council February 21, 2017 and will go into effect March 23, 2017.

CHAIRMAN’S REPORT

There came the matter of the Chairman’s Report. There was none.

PUBLIC HEARING

Chairman Conville declared the Public Hearing open at 1:15 P.M. and read the rules and procedures of the hearing.

There came the matter of Item A (Rezone), filed by Roger McDowell, Owner, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to change the zoning classification for a certain property located at 306 Hood Road (Parcel 2-042G-25-050.00, PPIN 6503, Ward 5) from Article 4, Section 64, I-1 (Light Industrial) District to Article 4, Section 53, R-1 B (Single Family Residential) District.

	Name	Address	City/State
<u>Presented by:</u>	Roger McDowell	203 S. 22 nd Ave.	Hattiesburg, MS
	- Owner		
<u>Proponents:</u>	Rev. Nathan Jordan	204 Old Airport Rd.	Hattiesburg, MS
	- Community Action Team		
<u>Opponents:</u>	None		

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Corts made a motion to approve the request to approve the zoning change because there is a public need for the change in question, based on the Comprehensive Plan, such as the proposed Habitat for Humanity housing. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Judy Corts
Amy Hinton
Mark Miller

Peggy Horton
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B (Variance), filed by Dustin Gatlin, The Walker Associates, Representative, on behalf of Doug Jones, COO, Forrest General Hospital, Owner, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a variance from Article 5, Section 95.09.2 (A)(a) which states only one (1) free standing sign per lot when the lot and instead allow two (2) free-standing signs per lot for a variance of one (1) free standing sign for certain property located at 304 S. 40th Ave. (Parcel 2-028M-07-089.00, PPIN 26461, Ward 3).

	Name	Address	City/State
<u>Presented by:</u>	Doug Jones	P.O. Box 16389	Hattiesburg, MS
	- COO, Forrest General Hospital, Owner		
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Hinton made a motion to approve the variance because special conditions and circumstances do exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; that literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code; that special conditions and circumstances do not result from the actions of the applicant; that granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district; with the stipulation that the signage on this property must be limited to monument signs similar to residential neighborhood signs. The motion was seconded by Commissioner Corts.

Commissioners voting aye: Judy Corts
Amy Hinton
Peggy Horton
Jessie Wilson

Commissioners voting nay: Mark Miller

Commissioners abstaining: None

There came the matter of Item C (Variance), filed by Chris Landry, Architect, on behalf of Nick Crechale, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, requesting a variance from Article 5, Section 89.08 which states that the maximum width of a curb cut shall be forty (40) feet, and instead allow a width of fifty

six (56) feet, for a variance of sixteen (16) feet. The property is located at 5004 Lincoln Road (Parcel 056M-23-010.001, PPIN 29842, Parcel 2-028M-07-089.00, PPIN 12744, and a portion of PARCEL 056M-23-009.000, PPIN 935, Ward 3) and is zoned B-3 (Community Business) District.

	Name	Address	City/State
<u>Presented by:</u>	Christian Landry	5211 Old Hwy 11	Hattiesburg, MS
	- Representative, Architect		
	Nick Chechale	2715 Oak Grove Rd	Hattiesburg, MS
	- Owner		
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Commissioner Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to approve to allow for a safer entry and exit from property because special conditions and circumstances do exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; that literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code; that special conditions and circumstances do not result from the actions of the applicant; that granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district. The motion was seconded by Commission Wilson.

Commissioners voting aye: Judy Corts
Amy Hinton
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

Commissioners recused: Peggy Horton

BUSINESS MEETING

There being no further business, the meeting was adjourned at 2:205 PM. Commissioner Wilson made a motion to adjourn the meeting. The motion was seconded at Commissioner Horton.

Dick Conville, Chairman

Ginger Maddox, AICP, CFM, Planning Division Manager

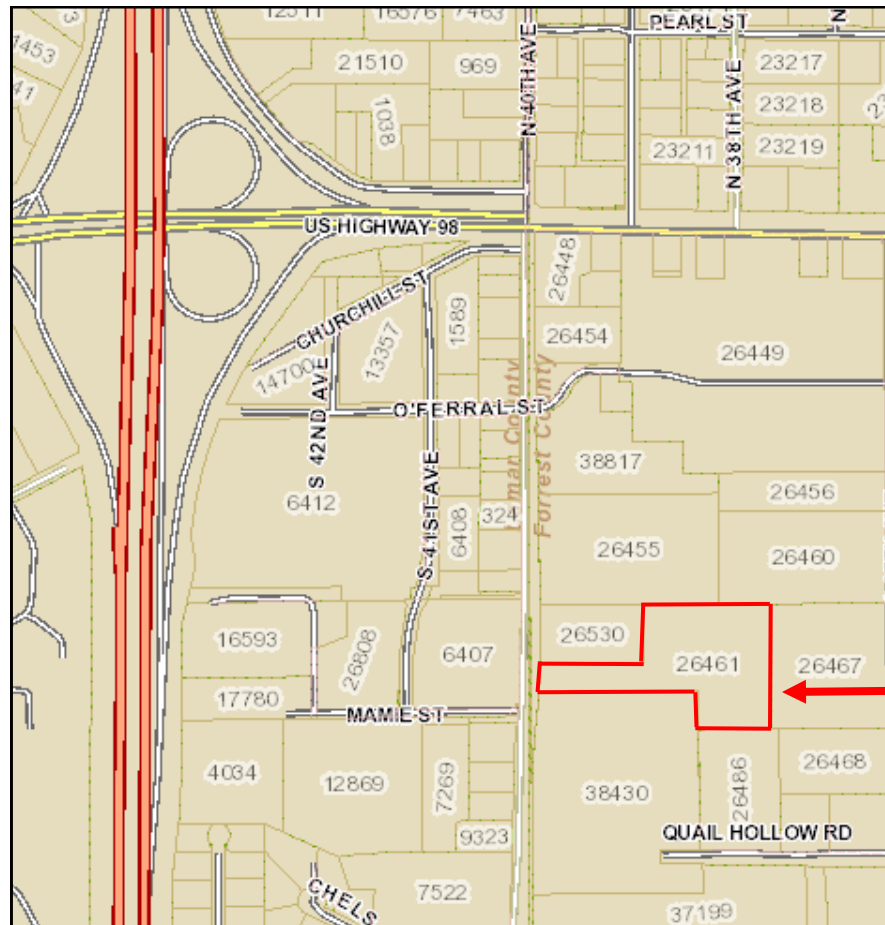
SUBJECT PARCEL: 304 S. 40th Avenue

Dustin Gatlin, The Walker Associates, Representative, on behalf
of Doug Jones, COO, Forrest General Hospital, Owner

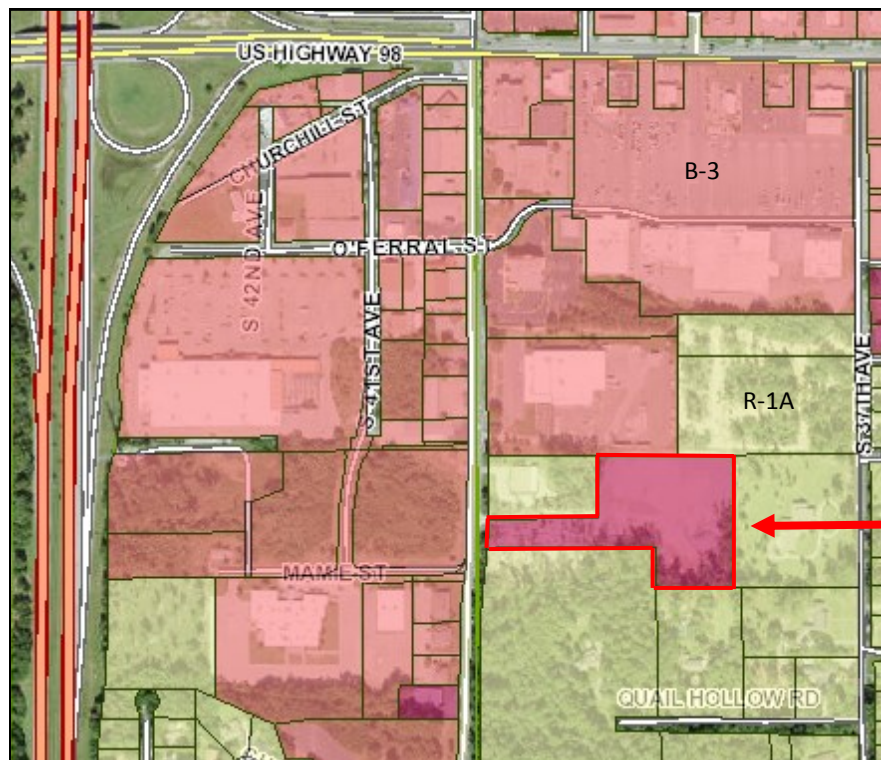
Applicant is requesting a variance from Article 5, Section 95.09.2 (A)(a) which states only one (1) free standing sign per lot and instead allow two (2) free-standing signs per lot for a variance of one (1) free standing sign for a certain property located at 304 S. 40th Ave (Parcel 2-028M-07-089.00, PPIN 26461, Ward 3).



Vicinity Map—Ward 3



Zoning—B-1



Site Aerial



SURROUNDING AREA

Northern Direction: R-1A(Single-Family Residential) District / Residential



Southern Direction: R-1A (Single-Family Residential) District / Residential

Eastern Direction: R-1A (Single-Family Residential) District / Residential



Western Direction: B-3 (Community Business) District/Undeveloped, Business





Planning Commission Case Fact Sheet

Property Applicant: Dustin Gatlin, The Walker Associates, Representative
Property Owner: Doug Jones, COO, Forrest General Hospital

Address of Properties:	Tax Parcels	PPIN:	Ward:
304 S. 40 th Ave	2-028M-07-089	26461	3

Request:	Variance
----------	----------

Purpose of Request: To consider an application to request a **Variance** from Article 5, Section 95.09.2 (A)(a) which states only one (1) free standing sign per lot and instead allow two (2) free-standing signs per lot for a variance of (1) free standing sign.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 95 **B-1 Professional Business District**

58.01 General Description: The purpose of this business district is to provide areas for professional and business offices and related activities that require separate buildings and building groups surrounded by landscaped yards and open areas. The intent is to provide centralized, compact locations for business offices, medical and dental offices, as well as suburban locations near residential neighborhoods.

95.02 Free Standing Signs:

A. Number of free standing signs:

a) One (1) free standing sign per lot.
(Amended by Ord. 2583, Sec. 1, 1/21/97)

Present Use: Hospice Facility

**Surrounding Zoning
and Land Use:**

North: R-1A Single Family Residential/Business
South: R-1A (Single Family Residential)/Residential
East: R-1A Single Family Residential/Residential
West: B-3 (Community Business) District/Undeveloped, Business

**Most Nearly
Bounded By (streets):**

This parcel is accessible from the East by South 40th Avenue and bound on the West by South 37th Avenue, to the North by Hardy Street, and to the South by Jamestown Road.

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case as of February 16, 2017

Use Permit Options:

Recommend **approval** or **denial** of the request for a variance of Article 5, Section 95.09.2 (A)(a) which states only one (1) free standing sign per lot and instead allow two (2) free-standing signs per lot for a variance of (1) free standing sign.

Basis for Approval:

1. That special conditions and circumstances **(do / do not)** exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
2. That literal interpretation of the provisions of this Code **(would / would not)** deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code;
3. That the special conditions and circumstances **(do / do not)** result from the actions of the applicant;
4. That granting the variance requested **(will / will not)** confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

Variance Information (1 page)

Note: No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

1. List reasons why you feel that the property could not be reasonably used without the requested

variance: Visibility along the right-of-way is limited which henders visibility to a sign

perpendicular to the roadway. The best angle for viewing is a 45 deg. to the roadway.

2. All of the following conditions must be met before a variance can be recommended.

Explain and justify your proposal's compliance with each condition:

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

South 40th Avenue has limited right-of-way which allows for vegetation to grow within 20 feet of the eastern edge of pavement. As such, an entrance sign is not easily visible until almost directly in front of the entrance. The Owner desires to have a mirrored sign on the opposite side of the entrance drive such that traffic from both directions of travel can easily see the entrance location.

- b. That literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.

The South 40th Ave corridor has limited visibility in the location of the Asbury Hospice. Other corridors within the City have better visibility along the right-of-way which allow for better sign visibility.

- c. That the special conditions and circumstances do not result from the actions of the applicant.

The addition of the proposed sign for increased visibility does not result from the actions of the applicant and is a result of limited visibility along the corridor.

- d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

Granting this variance request will simply allow increased visibility to the entrance of the Asbury Hospice House which provides care for terminally ill patients.



Existing Condition

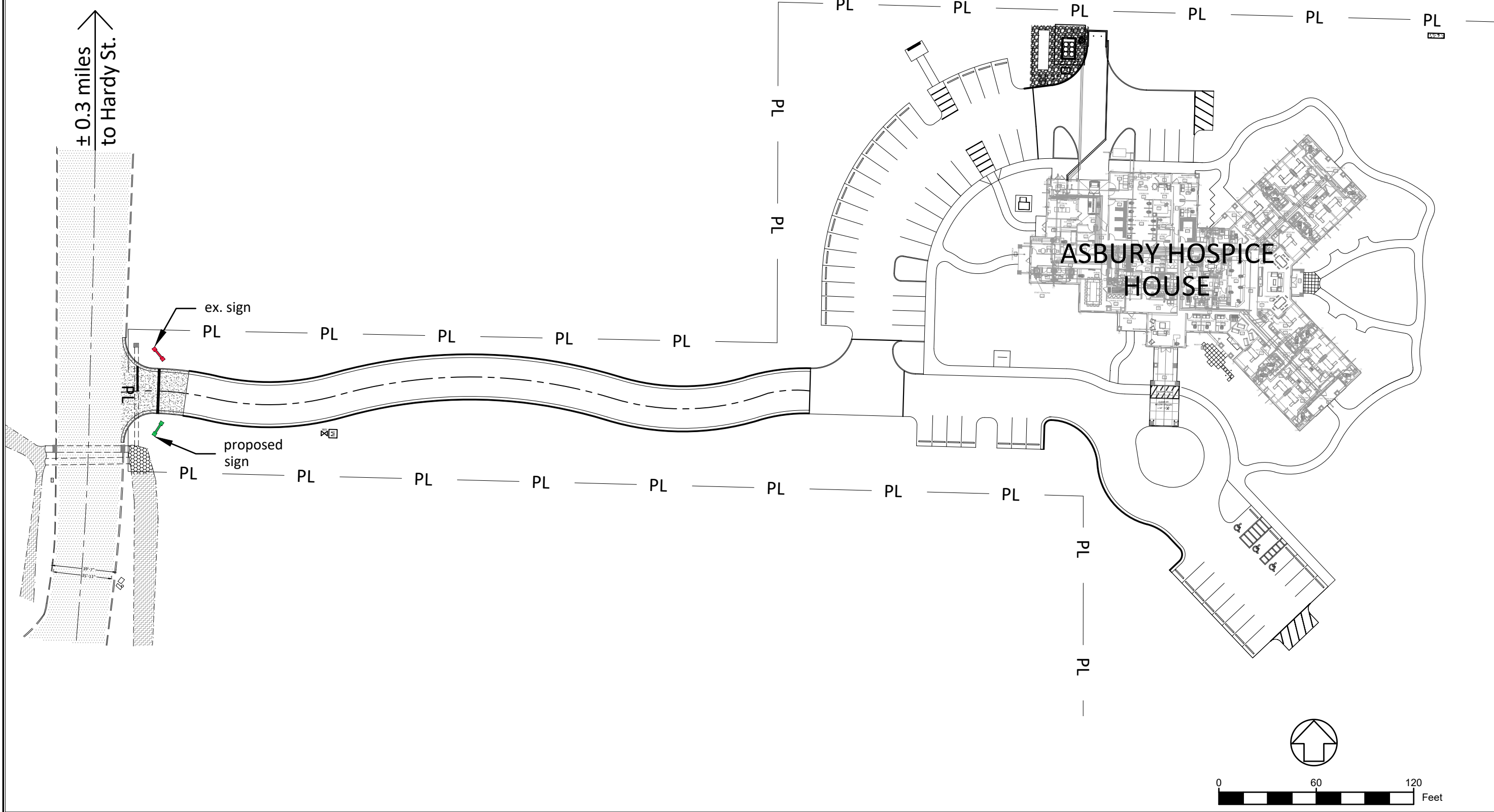


existing sign

proposed sign

Proposed Condition

C:\Users\blong\OneDrive\Walker\Projects\174-13 Hospice\174-13 Hospice REVISED.dwg Jan 20, 2017 - 9:42am



DATE:
January 2017

SERIAL NO.
174-13

SHEET NO.
C 1.0

THE WALKER ASSOCIATES
ENGINEERS ■ PLANNERS ■ DESIGNERS
2203 Hardy Street, Hattiesburg, MS 39401 601/583-2127

ASBURY HOSPICE HOUSE
FORREST COUNTY GENERAL HOSPITAL
HATTIESBURG, MS

SURVEYED BY
George Mooney, P.L.S.

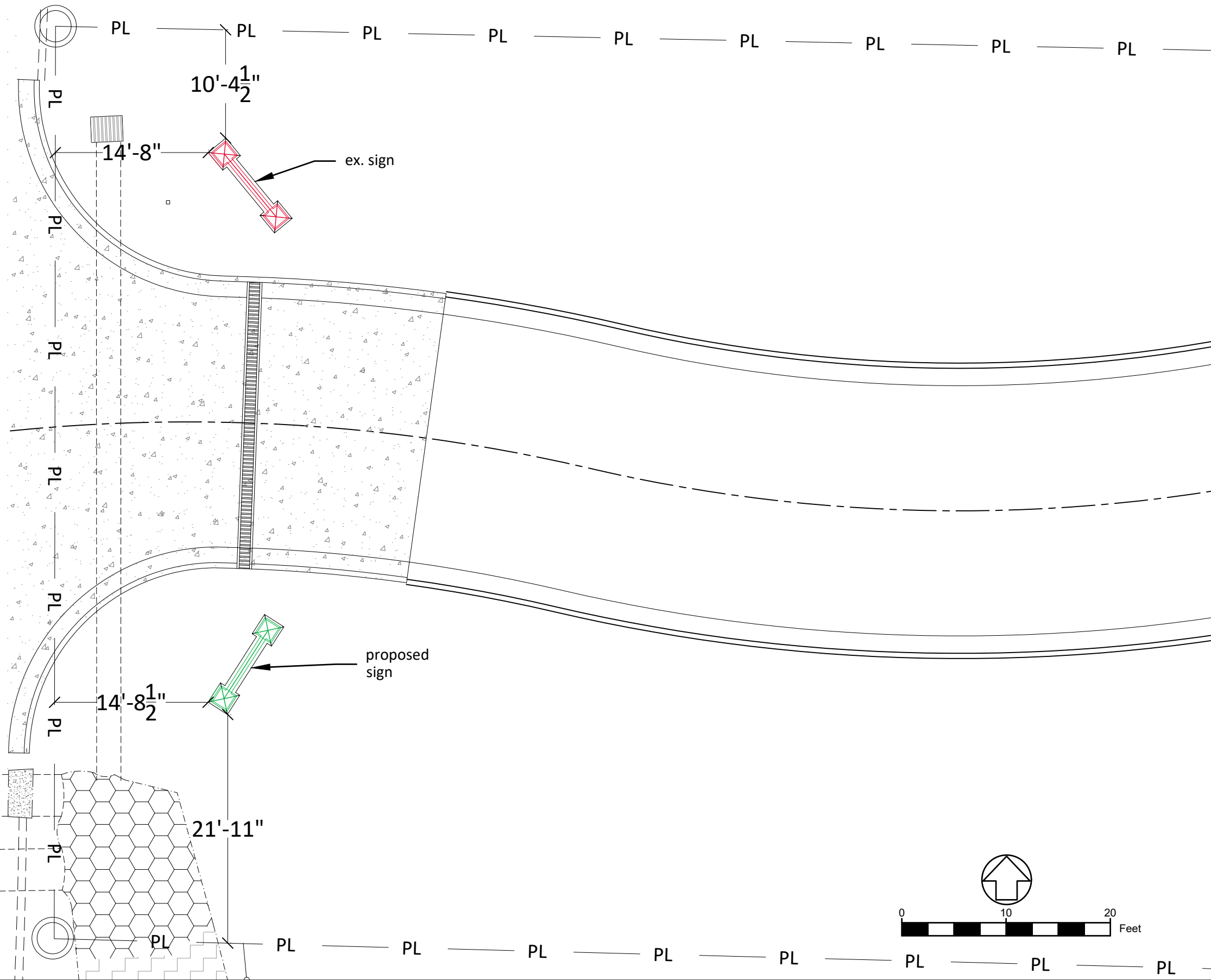
DESIGNED BY
Dustin Gatlin, P.E.

DRAWN BY
Bobby Long

CHECKED BY
Dustin Gatlin, P.E.

C:\Users\blong\OneDrive\Walker\ASOCIATE\appdata\local\temp\AcPublish_35076\174-13 Hospice REVISED.dwg New Sign (2) Jan 20, 2017 - 9:42am

S. 40th Ave.



SURVEYED BY George Mooney, P.L.S.	
DESIGNED BY Dustin Gatlin, P.E.	
DRAWN BY Bobby Long	
CHECKED BY Dustin Gatlin, P.E.	
ASBURY HOSPICE HOUSE FORREST COUNTY GENERAL HOSPITAL HATTIESBURG, MS	
THE WALKER ASSOCIATES ENGINEERS ■ PLANNERS ■ DESIGNERS 2203 Hardy Street, Hattiesburg, MS 39401 601/583-2127	
DATE: January 2017	
SERIAL NO. 174-13	
SHEET NO. C 2.0	



February 16, 2017

Orin C. Odom
AT&T Services, Inc.
333 Commerce St., RM 107
Nashville, TN 37201

**RE: Forrest General Hospital Asbury Hospice Variance Request
Hattiesburg, Mississippi**

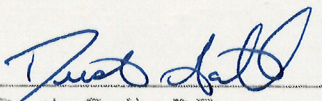
Dear Mr. Odom:

Forrest General Hospital is requesting a variance from the City of Hattiesburg Land Development Code Article No. 95.09.2.A (only "*One (1) free standing sign per lot.*"), and is requesting to add an additional sign on the lot near the entrance of the parcel.

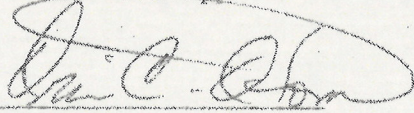
As a part of the variance request, the City of Hattiesburg requires correspondence from adjoining land owners with any opposition noted. The granting of such a variance will have no impact on the use of the AT&T parcel.

If you have any questions or need additional documentation concerning this request please let me know.

Sincerely,


Dustin Gatlin, P.E.

APPROVAL OF VARIANCE:
BellSouth Telecommunications, LLC.
d/b/a AT&T Mississippi

By: 
Orin C. Odom
Sr. Transactions Manager



February 16, 2017

John S. Hrom, M.D.
3 Quail Hollow Road
Hattiesburg, Mississippi 39402

**RE: Forrest General Hospital Asbury Hospice Variance Request
Hattiesburg, Mississippi**

Dear Dr. Hrom:

Forrest General Hospital is requesting a variance from the City of Hattiesburg Land Development Code Article No. 95.09.2.A (only "*One (1) free standing sign per lot.*"), and is requesting to add an additional sign on the lot near the entrance of the parcel.

As a part of the variance request, the City of Hattiesburg requires correspondence from adjoining land owners with any opposition noted. The granting of such a variance will have no impact on the use of your parcel.

If you have no opposition to the granting of such a variance by the City of Hattiesburg, I request that you sign the "Approval of Variance" section below and provide a copy of this letter back to our office. If you have any questions or need additional documentation concerning this request please let me know. Thank you for your assistance in this matter.

Sincerely,

Justin Gatlin, P.E.

Approval of Variance

John S. Hrom, M.D.



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-316

MEETING DATE: 03/21/2017

MINUTE BOOK NUMBER:

Brief Title: 5004 Lincoln Road - Variance - Curb cut

Title: APPROVE or DENY a petition filed by Chris Landry, Architect, on behalf of Nick Crechale, Owner, to request a variance from Article 5, Section 89.08 which states that the maximum width of a curb cut shall be forty (40) feet, and instead allow a width of fifty six (56) feet, for a variance of sixteen (16) feet. The property is located at 5004 Lincoln Road (Parcel 056M-23-010.001, PPIN 29842, Parcel 2-028M-07-089.00, PPIN 12744, and a portion of PARCEL 056M-23-009.000, PPIN 935, Ward 3) and is zoned B-3 (Community Business) District. The Planning Commission recommended to APPROVE on March 1, 2017.

Type: Action Item

Drafter: Ginger Maddox

In Control: City Council

Reference:

Attachments: March PC Minutes (draft), Image Sheet - 5004 Lincoln- Variance, Staff Summary -5004 Lincoln Road, 5004 Lincoln - Applicant Sheet, 5004 Lincoln - CRECHALE RETAIL SITE PLAN

File Created: 03/14/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
March 1, 2017**

The Hattiesburg Planning Commission did meet in a regular session on March 1, 2017 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Dick Conville, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Dick Conville, Chairman
Judy Corts
Amy Hinton, Vice-Chairman
Peggy Horton, Secretary
Mark Miller
Jessie Wilson

Commissioners Absent: Sandra Thompson

Also Present: Ginger Maddox, AICP, Planning Division Manager
Pattie Brantley, AICP, Director of Urban Development
Stephen Guthrie, Planner

Chairman Conville declared the meeting of the Hattiesburg Planning Commission open and in session at 1:05 P.M.

INVOCATION

Chairman Conville held a moment of silence.

AGENDA REVIEW

There came the matter of the March 2017 Agenda. A request was made by Chairman Conville for a motion to approve the March 2017 Agenda. A motion was made to approve the March 2017 Agenda by Commissioner Horton and seconded by Commissioner Corts.

Commissioners voting aye: Judy Corts
Amy Hinton
Peggy Horton
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

MINUTES REVIEW

There came the matter of the February 1, 2017 Minutes. A request was made by Chairman Conville for a motion to approve the February 1, 2017 minutes. A motion was made by Commissioner Horton to approve the minutes and seconded by Commissioner Wilson.

Commissioners voting aye: Judy Corts
Amy Hinton
Peggy Horton
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

BUILDING REPORT

There came the matter of the Building Report. There was none.

PLANNING REPORT

There came the matter of the Planning Report by Ginger Maddox, Planning Division Manager. The new Hattiesburg, Mississippi Land Development Code was approved by City Council February 21, 2017 and will go into effect March 23, 2017.

CHAIRMAN’S REPORT

There came the matter of the Chairman’s Report. There was none.

PUBLIC HEARING

Chairman Conville declared the Public Hearing open at 1:15 P.M. and read the rules and procedures of the hearing.

There came the matter of Item A (Rezone), filed by Roger McDowell, Owner, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to change the zoning classification for a certain property located at 306 Hood Road (Parcel 2-042G-25-050.00, PPIN 6503, Ward 5) from Article 4, Section 64, I-1 (Light Industrial) District to Article 4, Section 53, R-1 B (Single Family Residential) District.

	Name	Address	City/State
<u>Presented by:</u>	Roger McDowell	203 S. 22 nd Ave.	Hattiesburg, MS
	- Owner		
<u>Proponents:</u>	Rev. Nathan Jordan	204 Old Airport Rd.	Hattiesburg, MS
	- Community Action Team		
<u>Opponents:</u>	None		

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Corts made a motion to approve the request to approve the zoning change because there is a public need for the change in question, based on the Comprehensive Plan, such as the proposed Habitat for Humanity housing. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Judy Corts
Amy Hinton
Mark Miller

Peggy Horton
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

There came the matter of Item B (Variance), filed by Dustin Gatlin, The Walker Associates, Representative, on behalf of Doug Jones, COO, Forrest General Hospital, Owner, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a variance from Article 5, Section 95.09.2 (A)(a) which states only one (1) free standing sign per lot when the lot and instead allow two (2) free-standing signs per lot for a variance of one (1) free standing sign for certain property located at 304 S. 40th Ave. (Parcel 2-028M-07-089.00, PPIN 26461, Ward 3).

	Name	Address	City/State
<u>Presented by:</u>	Doug Jones	P.O. Box 16389	Hattiesburg, MS
	- COO, Forrest General Hospital, Owner		
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Hinton made a motion to approve the variance because special conditions and circumstances do exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; that literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code; that special conditions and circumstances do not result from the actions of the applicant; that granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district; with the stipulation that the signage on this property must be limited to monument signs similar to residential neighborhood signs. The motion was seconded by Commissioner Corts.

Commissioners voting aye: Judy Corts
Amy Hinton
Peggy Horton
Jessie Wilson

Commissioners voting nay: Mark Miller

Commissioners abstaining: None

There came the matter of Item C (Variance), filed by Chris Landry, Architect, on behalf of Nick Crechale, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, requesting a variance from Article 5, Section 89.08 which states that the maximum width of a curb cut shall be forty (40) feet, and instead allow a width of fifty

six (56) feet, for a variance of sixteen (16) feet. The property is located at 5004 Lincoln Road (Parcel 056M-23-010.001, PPIN 29842, Parcel 2-028M-07-089.00, PPIN 12744, and a portion of PARCEL 056M-23-009.000, PPIN 935, Ward 3) and is zoned B-3 (Community Business) District.

	Name	Address	City/State
<u>Presented by:</u>	Christian Landry	5211 Old Hwy 11	Hattiesburg, MS
	- Representative, Architect		
	Nick Chechale	2715 Oak Grove Rd	Hattiesburg, MS
	- Owner		
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Commissioner Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to approve to allow for a safer entry and exit from property because special conditions and circumstances do exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; that literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code; that special conditions and circumstances do not result from the actions of the applicant; that granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district. The motion was seconded by Commission Wilson.

Commissioners voting aye: Judy Corts
Amy Hinton
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

Commissioners recused: Peggy Horton

BUSINESS MEETING

There being no further business, the meeting was adjourned at 2:205 PM. Commissioner Wilson made a motion to adjourn the meeting. The motion was seconded at Commissioner Horton.

Dick Conville, Chairman

Ginger Maddox, AICP, CFM, Planning Division Manager

SUBJECT PARCEL:

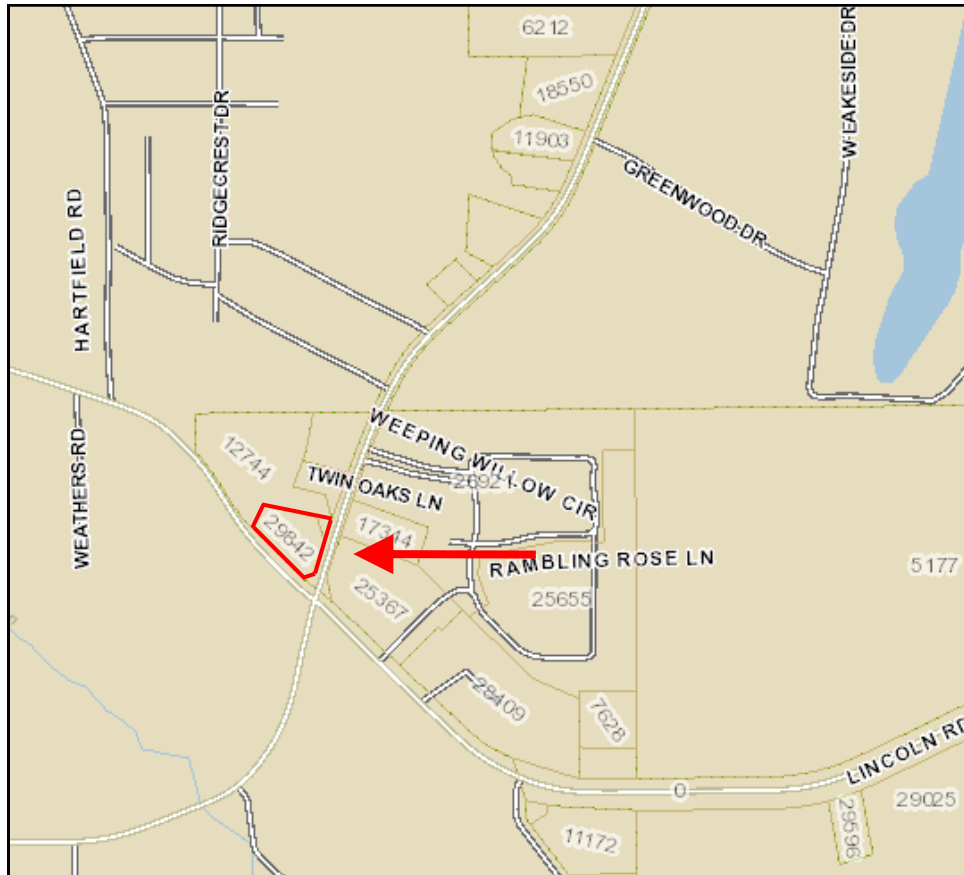
5004 Lincoln Road

Chris Landry, Architect, on behalf of Nick Crechale, Owner

The applicant requests a variance from Article 5, Section 89.08 which states that the maximum width of a curb cut shall be forty (40) feet, and instead allow a width of fifty six (56) feet, for a variance of sixteen (16) feet. The property is located at 5004 Lincoln Road (Parcel 056M-23-010.001, PPIN 29842, Parcel 2-028M-07-089.00. PPIN 12744, and a portion of Parcel 056M-23-009.000, PPIN 935, Ward 3) and is zoned B-3 (Community Business) District.



Vicinity Map—Ward 3



Zoning—B-3



SURROUNDING AREA

**Northern Direction: B-3
(Community Business) District/
Commercial**



**Southern Direction: Undeveloped
land located outside of City Limits**



**Eastern Direction: B-3 (Community
Business) District / Commercial**



**Western Direction: B-3 (Community
Business) District / Undeveloped**



Additional photos of entrance for 5004 Lincoln Rd.

The entrance requested to be 56' wide exits to Oak Grove Road.

It is currently being constructed at 40' wide, per approval from Site Plan Review Committee.





**Planning Commission
Case Fact Sheet**

Property Applicant: Chris Landry, Architect, Representative
Property Owner: Nick Crechale, Owner

Address of Properties:	Tax Parcels	PPIN:	Ward:
5004 Lincoln Road	056M-23-010.001	29842	3
	056M-23-010	12744	
	056M-23-099	935	

Request: **Variance**

Purpose of Request: To consider an application to request a variance from Article 5, Section 89.08 which states that the maximum width of a curb cut shall be forty (40) feet, and instead allow a width of fifty six (56) feet, for a variance of sixteen (16) feet.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 89 **Parking off-street/on-street automobile and vehicle loading**

89.08 Curb Cuts: Two (2) curb cuts per minimum lot area on each minimum street frontage, maximum width of a curb cut is twenty-five (25) feet, minimum distance between curb cuts on a single lot shall be forty (40) feet and shall be a minimum of twelve and one-half (12.5) feet from property lines in Business districts. The Site Plan Review Committee may authorize an increase in the width of a curb cut, to a maximum width of forth (40) feet, where warranted for the maneuvering of large vehicles. *(Amended by Ord. 2882, Sec. 1, 7/19/05)*

Present Zoning: This parcel is currently zoned B-3 (Community Business) District.

Present Use:	In development for Commercial
Surrounding Zoning and Land Use:	North: B-3 (Community Business) District/Commercial South: Undeveloped land located outside of City Limits East: B-3 (Community Business) District/Commercial West: B-3 (Community Business) District/Undeveloped
Most Nearly Bounded By (streets):	This parcel is accessible from the East by Oak Grove Road and the South by Lincoln Road. It is bounded to the North by Ridgecrest Park and to the West by Hartfield Road.
Letters or Concerns stated:	The Planning Division Office has not received any letters or other written communications relative to this case as of February 16, 2017
History / Background:	This development was originally designed to code and approved by the Site Plan Review Committee. However, is was constructed different from the approved plan. The redesign of the development created a sharp entrance with a steep angle. This variance addresses safety concerns due to the location of the entrance related to the building and the grade change from the road to the parking lot.
Basis for Approval:	1. That special conditions and circumstances (do / do not) exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; 2. That literal interpretation of the provisions of this Code (would / would not) deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code; 3. That the special conditions and circumstances (do / do not) result from the actions of the applicant; 4. That granting the variance requested (will / will not) confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

Variance Information (1 page)

Note: No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

1. List reasons why you feel that the property could not be reasonably used without the requested

variance: THE SLOPE OF THE REQUIRED ENTRY IS TOO GREAT FOR A SAFE ENTRY AND EXIT

BY TRAFFIC AND HINDERS VISIBILITY. A WIDER ENTRANCE / EXIT WOULD SOLVE THIS ISSUE.

2. All of the following conditions must be met before a variance can be recommended.

Explain and justify your proposal's compliance with each condition:

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

DUE TO THE LOCATION OF THE ENTRY, AND SLOPE OF THE DRIVE INTO THE SITE, IT IS
NOT A TYPICAL ENTRY AND CANNOT BE LOCATED ANYWHERE ELSE ALONG THE STREET FRONTAGE
RESULTING IN A DANGEROUS VISIBILITY ISSUE ENTERING AND EXITING THE SITE.

- b. That literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.

THE REQUIRED 40 FOOT LIMIT FOR SITE ENTRY IS STILL TOO RESTRICTIVE AND SHOULD BE ENLARGED
TO 56 FEET IN WIDTH. THIS WOULD PROVIDE A LARGER CONE OF VISION AND MORE AREA FOR VEHICULAR
PASSAGE. A SIMILAR SIZED ENTRANCE EXISTS ACROSS THE STREET ON FLAT LAND.

- c. That the special conditions and circumstances do not result from the actions of the applicant.

THE EXPANDED ENTRY WILL NOT PROVIDE ANY GREATER SERVICE THAN ANY OTHER SITE ENTRY
BUT RATHER PROVIDE A POSITIVE MOVE TOWARDS BETTER PUBLIC SAFETY THROUGH BETTER LINE
OF SIGHT TO THE VEHICULAR PATH OF TRAVEL.

- d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

NO SPECIAL PRIVILEGE WILL EXIST AS A RESULT OF THE ENLARGED ENTRY. THE ENTRANCE AND
EXIT WOULD ALREADY BE LOCATED AT THIS SPOT CONSTRUCTED AT 40'-0" AND WOULD ONLY BE
EXPANDED BY 16 FEET.

SITE LEGEND

--- PROPERTY LINE
--- CONSTRUCTION LIMITS
--- 216.60' --- EXISTING CONTOURS TO BE REMOVED
--- 216.60' --- EXISTING CONTOURS TO REMAIN
+ 216.60' EXISTING SPOT GRADES
--- 216.60' --- NEW CONTOURS

CONCRETE PAVING
SIDEWALKS
CONCRETE PAVING

TRAFFIC FLOW PAINTED SYMBOLS

PLANTING / LANDSCAPING
TEDDYBEAR MAGNOLIA

**PARKING
REQUIRED: 67 SPACES**

64 STANDARD PARKING SPACES
4 ADA SPACES (3 TYP. ADA AND 1 VAN ACCESSIBLE)
TOTAL PARKING
68 SPACES

ZONING
ZONED: B3

- GENERAL SITE NOTES:**
- THIS DRAWING IS INTENDED FOR SUBMITTAL TO THE CITY OF HATTIESBURG PLANNING DEPARTMENT AS A SUPPLEMENT TO THE CITY OF HATTIESBURG PROJECT NUMBER 10-14-519 AN IS INTENDED TO COMMUNICATE A REVISED SITE LAYOUT AND DRAINAGE PLAN. REFERENCE ORIGINAL DRAWING FOR DETAILS AND ENGINEERING INFORMATION.
 - STORMWATER RUNOFF CALCULATIONS BY OTHERS.
 - DEMOLISH EXISTING RETAINING WALL.
 - THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FULLY FAMILIAR AND AWARE OF ANY AND ALL EXISTING CONDITIONS AND SITUATIONS. FAILURE TO DO SO SHALL NOT RELIEVE THE CONTRACTOR OF PERFORMING ANY WORK REQUIRED BY THE CONTRACT DOCUMENTS.
 - THE MAXIMUM SLOPE FOR ANY GRADES IS 1:4. THE MAXIMUM SLOPE AT PAVED AREAS IS 1:20. SEE HANDICAPPED PARKING DETAILS FOR PARKING SLOPE.
 - INSTALL MIN. 6" TOP SOIL IN ALL DISTURBED AREAS AND SOD.
 - MAXIMUM SLOPE FOR WALKS SHALL NOT EXCEED 1 IN 20. WALKS SHALL BE SCORED FOR CONTROL JOINTS WHERE SHOWN ON DRAWINGS. EXPANSION JOINTS SHALL BE LOCATED WHERE SHOWN ON DRAWINGS AND AT ALL INTERSECTIONS AND ABUTMENTS OF CURBS, BUILDINGS, AND PORCHES.
 - SEE DRAWINGS PREPARED BY LANDMARK SURVEYING, LLC. FOR LOCATION OF EXTERIOR BUILDING LIGHTING LOCATIONS. (WALL PACKS - SEE SHEET C-3)
 - SEE CIVIL DRAWINGS FOR ADDITIONAL WORK.

SITE PLAN
1/16" = 1'-0"

DRAWN
CIL

CHECKED
KPL

FINAL DATE
JANUARY 30, 2017

REVISED

UPDATED

COMPUTER FILE NAME
Nick Site.dwg

LANDRY AND LEWIS
ARCHITECTS, P.A.
HATTIESBURG, MISSISSIPPI
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Phone 601.271.7711 Fax 601.271.7712 www.landryandlewis.com
CREATING LANDMARKS SINCE 1910

SHEET TITLE
SITE PLAN
VARIANCE APPLICATION

PROJECT
RETAIL DEVELOPMENT FOR
NICK CRECHALE

HATTIESBURG, MISSISSIPPI

SEAL

CN-16-3593

SHEET NUMBER
SITE



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-279

MEETING DATE: 03/21/2017

MINUTE BOOK NUMBER:

Brief Title: Adopt the March 21, 2017 Amendments to the budget

Title: Adopt the March 21, 2017 Amendments to the budget for the City of Hattiesburg for the fiscal year ending September 30, 2017 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Type: Resolution

Drafter: Kermas Eaton

In Control: City Council

Reference:

Attachments: Resolution, Worksheet, Published Budgets

File Created: 02/28/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

RESOLUTION

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi, have determined that expenditures within the City will exceed the original budget appropriation; and

WHEREAS, the additional appropriation needed is in excess of ten percent (10%) of the original appropriation, and in accordance with Section 21-35-25 of the Mississippi Code of 1972, as amended, shall be published;

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

Section 1. That the following budget amendments are hereby authorized to be made in the City’s General Fund Public Services Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$3,927,716	\$1,634,296	\$4,660,152	Prior yr purchase orders and paving, tornado expenses

Section 2. That the following budget amendments are hereby authorized to be made in the City’s Water & Sewer Operations & Maintenance Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,088,676	\$113,121	\$1,201,797	Tornado Expenses

Section 2. That the following budget amendments are hereby authorized to be made in the City’s Water & Sewer Operations & Maintenance Other Services and Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$5,086,579	\$586,535	\$5,673,114	Tornado Expenses

Section 3. That the following budget amendments are hereby authorized to be made in the City’s Municipal Road & Bridge Fund Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$4,672,520	\$671,665	\$5,344,185	Budget for Landmark Preservation Grant & Water Tower Access Rd., Lake Forgetful Rd, LLT Lighting

Section 4. That the following budget amendments are hereby authorized to be made in the City’s Mass Transit Fund Other Services and Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$517,350	\$135,704	\$653,054	Tornado Expenses

Section 5. That the following budget amendments are hereby authorized to be made in the City’s Water and Sewer Construction Fund Other Services and Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$400,100	\$1,100,000	\$1,500,100	Budget for I & I Study

Section 6. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

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, to wit;

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 21st day of March, 2017.

(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 21st day of March, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

MEMORANDUM

To: Mayor DuPree; Members of City Council
From: Sharon Waits, CFO
Date: March 21, 2017
Subject: Proposed Budget Amendments

Most of the budget amendments detailed below are necessary to budget for emergency expenses generated by the tornado that struck Hattiesburg on January 21, 2017, and to budget for needed repairs.

Also detailed below are adjustments to the Road and Bridge budget for the construction/repair of Lake Forgetful Road and lighting of a section of the Longleaf Trace, for which contributions were made by the community.

The Water & Sewer Construction budget is also being adjusted to bring the beginning cash balance to actual, and to budget for the sewer Inflow and Infiltration Study.

There are also several smaller requests for mostly routine items as noted below.

Budgeted Ending Cash:	\$	4,674,146
Revenue Adjustments:		
Budget for Reimbursement of Tornado Damages (FEMA)	200,000	
Budget for Insurance reimbursement for Tornado Damages	653,453	
		\$ 853,453
Expenditure Adjustments:		
Federal Programs Admin -tornado expenses	(14,014)	
Fire - Tornado Expenses	(10,848)	
Streets - tornado expenses	(132,827)	
Engineering - tornado Expenses	(608,843)	
		(766,532)
Amended Ending Cash	\$	4,761,067
Water & Sewer O & M Fund:		
Budget for Tornado Expenses	\$	(340,341)
Municipal Road & Bridge Fund:		
Budget for Contribution to Longleaf Trace Lighting from Convention Comm.		25,000
Budget for Lake Forgetful Rd and Longleaf Trace Lighting	\$	(155,000)
Mass Transit Fund:		
Budget for reimbursement of tornado expenses		100,000
Budget for tornado expenses	\$	(100,000)
Water & Sewer Construction Fund		
Adjust beginning cash balance to actual	\$	3,580,298
Budget for Inflow & Infiltration Study		(1,100,000)

If you should have any questions or need further explanation of any of the above information, please give me a call.

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2017

	Original FY 2017 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Mar Amend'ts	Proposed Amended Budgets	Amended Budgets
<u>Revenues & Beg. Cash Balance:</u>								
Taxes -Other	\$35,000		\$35,000		\$35,000		\$35,000	\$35,000
Licenses & Permits	4,448,800		4,448,800		\$4,448,800		\$4,448,800	\$4,448,800
Intergovernmental Revenues:							\$0	\$0
Federal	767,231		767,231	402,000	\$1,169,231	200,000	\$1,369,231	\$1,369,231
State	298,257		298,257		\$298,257		\$298,257	\$298,257
State-Shared	22,149,000		22,149,000		\$22,149,000		\$22,149,000	\$22,149,000
County/City Shared	58,948		58,948		\$58,948		\$58,948	\$58,948
Charges for Services:					\$0		\$0	\$0
Public Safety	157,000		157,000	40,000	\$197,000		\$197,000	\$197,000
Streets	1,500		1,500		\$1,500		\$1,500	\$1,500
Sanitation	2,206,000		2,206,000		\$2,206,000		\$2,206,000	\$2,206,000
Misc.	0		0		\$0		\$0	\$0
Fines & Forf.	1,353,200		1,353,200		\$1,353,200		\$1,353,200	\$1,353,200
Misc. Revenues	198,900		198,900	70,928	\$269,828		\$269,828	\$269,828
Transfers-In	543,000		543,000		\$543,000		\$543,000	\$543,000
Non-Revenue Receipts	278,912		278,912		\$278,912	653,453	\$932,365	\$932,365
TOTAL REVENUES EXCLUSIVE OF PROPERTY TAXES	\$32,495,748	\$0	\$32,495,748	\$512,928	\$33,008,676	\$853,453	\$33,862,129	\$33,862,129
Beg. Fund Balance	5,500,000	2,647,959	8,147,959		\$8,147,959		8,147,959	8,147,959
Property Tax Levy	14,500,000	0	14,500,000	500,000	\$15,000,000		15,000,000	15,000,000
TOTAL AVAIL. REVENUES	\$52,495,748	\$2,647,959	\$55,143,707	\$1,012,928	\$56,156,635	\$853,453	\$57,010,088	\$57,010,088
<u>THE GENERAL FUND EXPENDITURE BUDGETS:</u>								
001003 City Council								
Personnel	\$297,046		\$297,046		\$297,046		297,046	297,046
Supplies & Expenses	3,400		3,400		\$3,400		3,400	3,400
Other Services & Charges	131,200	290	131,490		\$131,490		131,490	131,490
Capital Outlays	0		0		\$0		0	0
Total - City Council	\$431,646	\$290	\$431,936	\$0	\$431,936	\$0	\$431,936	\$431,936
001015 City Court								
Personnel	\$1,151,497	\$30,850	\$1,182,347	\$20,732	\$1,203,079		1,203,079	1,203,079
Supplies & Expenses	36,400		36,400	7,720	\$44,120		44,120	44,120
Other Services & Charges	301,451	796	302,247		\$302,247		302,247	302,247
Capital Outlays	0		0		\$0		0	0
Total - City Court	\$1,489,348	\$31,646	\$1,520,994	\$28,452	\$1,549,446	\$0	\$1,549,446	\$1,549,446

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2017

	Original FY 2017 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Mar Amend'ts	Proposed Amended Budgets	Amended Budgets
001020 Mayor/Admin.								
Personnel	\$602,613		\$602,613		\$602,613		602,613	602,613
Supplies & Expenses	16,400	445	16,845	200	\$17,045		17,045	17,045
Other Services & Charges	117,200	2,045	119,245	200	\$119,445		119,445	119,445
Capital Outlays	3,700	1,696	5,396		\$5,396		5,396	5,396
Total - Mayor/Admin.	\$739,913	\$4,186	\$744,099	\$400	\$744,499	\$0	\$744,499	\$744,499
001030 Elections								
Personnel	\$0		\$0		\$0		\$0	\$0
Supplies & Expenses	3,200		3,200		\$3,200		3,200	3,200
Other Services & Charges	64,000		64,000		\$64,000		64,000	64,000
Capital Outlays	0		0		\$0		0	0
Total - Elections	\$67,200	\$0	\$67,200	\$0	\$67,200	\$0	\$67,200	\$67,200
001040 Muni. Clerk								
Personnel	\$155,500		\$155,500		\$155,500		\$155,500	\$155,500
Supplies & Expenses	900	3,000	3,900		\$3,900		3,900	3,900
Other Services & Charges	31,275		31,275		\$31,275		31,275	31,275
Capital Outlays	0		0		\$0		0	0
Total - Muni Clerk	\$187,675	\$3,000	\$190,675	\$0	\$190,675	\$0	\$190,675	\$190,675
001042 Accounting								
Personnel	\$245,800	\$46,300	\$292,100		\$292,100		\$292,100	\$292,100
Supplies & Expenses	5,705		5,705	3,300	\$9,005		9,005	9,005
Other Services & Charges	3,430	300	3,730		\$3,730		3,730	3,730
Capital Outlays	0		0		\$0		0	0
Total - Accounting	\$254,935	\$46,600	\$301,535	\$3,300	\$304,835	\$0	\$304,835	\$304,835
001045 Purchasing								
Personnel	\$147,144		\$147,144		\$147,144		\$147,144	\$147,144
Supplies & Expenses	7,500	304	7,804	2,000	\$9,804		9,804	9,804
Other Services & Charges	5,780		5,780		\$5,780		5,780	5,780
Capital Outlays			0		\$0		0	0
Total - Purchasing	\$160,424	\$304	\$160,728	\$2,000	\$162,728	\$0	\$162,728	\$162,728
001060 City Attorney								
Personnel	\$101,876		\$101,876		\$101,876		\$101,876	\$101,876
Supplies & Expenses	0		0		\$0		0	0
Other Services & Charges	9,100		9,100		\$9,100		9,100	9,100
Capital Outlays	0		0		\$0		0	0
Total - City Attorney	\$110,976	\$0	\$110,976	\$0	\$110,976	\$0	\$110,976	\$110,976

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2017

	Original FY 2017 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Mar Amend'ts	Proposed Amended Budgets	Amended Budgets
001080 Human Resources								
Personnel	\$184,045		\$184,045		\$184,045		\$184,045	\$184,045
Supplies & Expenses	8,900		8,900		\$8,900		8,900	8,900
Other Services & Charges	20,520		20,520		\$20,520		20,520	20,520
Capital Outlays	0		0		\$0		0	0
Total - Human Resources	\$213,465	\$0	\$213,465	\$0	\$213,465	\$0	\$213,465	\$213,465
001081 Loss Control								
Personnel	\$111,619		\$111,619		\$111,619		\$111,619	\$111,619
Supplies & Expenses	6,690	248	6,938		\$6,938		6,938	6,938
Other Services & Charges	2,860		2,860		\$2,860		2,860	2,860
Capital Outlays	0		0		\$0		0	0
Total - Loss Control	\$121,169	\$248	\$121,417	\$0	\$121,417	\$0	\$121,417	\$121,417
001090 Urban Development								
Personnel	\$597,800		\$597,800		\$597,800		\$597,800	\$597,800
Supplies & Expenses	28,150	252	28,402		\$28,402		28,402	28,402
Other Services & Charges	69,050		69,050		\$69,050		69,050	69,050
Capital Outlays	0		0		\$0		0	0
Total - Urban Dev.	\$695,000	\$252	\$695,252	\$0	\$695,252	\$0	\$695,252	\$695,252
001091 Information Systems								
Personnel	\$385,122		\$385,122		\$385,122		\$385,122	\$385,122
Supplies & Expenses	57,600		57,600		\$57,600		57,600	57,600
Other Services & Charges	527,200		527,200		\$527,200		527,200	527,200
Capital Outlays	325,000		325,000		\$325,000		325,000	325,000
Total - Inf. Systems	\$1,294,922	\$0	\$1,294,922	\$0	\$1,294,922	\$0	\$1,294,922	\$1,294,922
001092 Gen. Gov't Building								
Personnel			\$0		\$0		\$0	\$0
Supplies & Expenses	24,160	225	24,385		\$24,385		24,385	24,385
Other Services & Charges	151,150	61,184	212,334	30,000	\$242,334		242,334	242,334
Capital Outlays	0	44,889	44,889	70,000	\$114,889		114,889	114,889
Total - Gen. Gov't Building	\$175,310	\$106,298	\$281,608	\$100,000	\$381,608	\$0	\$381,608	\$381,608
001093 Intermodal Facility (Depot) O & M:								
Personnel	\$0		\$0		\$0		\$0	\$0
Supplies & Expenses	8,750		8,750		\$8,750		8,750	8,750
Other Services & Charges	77,250	16,927	94,177		\$94,177		94,177	94,177
Capital Outlays	0	100,000	100,000		\$100,000		100,000	100,000
Total - Depot O & M	\$86,000	\$116,927	\$202,927	\$0	\$202,927	\$0	\$202,927	\$202,927

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2017

	Original FY 2017 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Mar Amend'ts	Proposed Amended Budgets	Amended Budgets
001094 Metro Planning								
Personnel	\$255,470		\$255,470		\$255,470		\$255,470	\$255,470
Supplies & Expenses	9,300	525	9,825	6,000	\$15,825		15,825	15,825
Other Services & Charges	74,500		74,500	30,100	\$104,600		104,600	104,600
Capital Outlays	0	8,044	8,044		\$8,044		8,044	8,044
Total - Metro Planning	\$339,270	\$8,569	\$347,839	\$36,100	\$383,939	\$0	\$383,939	\$383,939
001095 Gen. Gov't Insurance/Other serv.								
Personnel	\$1,000		\$1,000		\$1,000		\$1,000	\$1,000
Supplies & Expenses	1,200		1,200		\$1,200		1,200	1,200
Other Services & Charges	2,950,660	34,500	2,985,160		\$2,985,160		2,985,160	2,985,160
Capital Outlays			0		\$0		0	0
Total - Gen. Gov't Insur/other Serv.	\$2,952,860	\$34,500	\$2,987,360	\$0	\$2,987,360	\$0	\$2,987,360	\$2,987,360
001096 Federal Programs Administration								
Personnel	\$255,040		255,040		\$255,040		255,040	255,040
Supplies	6,200	\$1,639	7,839	\$25,000	\$32,839		32,839	32,839
Other Services & Charges	23,250		23,250	\$47,250	\$70,500	\$14,014	84,514	84,514
Capital Outlay	0		0		\$0		0	0
Total - Federal Programs Admin.	\$284,490	\$1,639	\$286,129	\$72,250	\$358,379	\$14,014	\$372,393	\$372,393
Recap - General Government Cost Centers								
Personnel	\$4,491,572	\$77,150	\$4,568,722	\$20,732	\$4,589,454	\$0	\$4,589,454	\$4,589,454
Supplies & Expenses	\$224,455	\$6,638	\$231,093	\$44,220	\$275,313	\$0	\$275,313	\$275,313
Other Services & Charges	\$4,559,876	\$116,042	\$4,675,918	\$107,550	\$4,783,468	\$14,014	\$4,797,482	\$4,797,482
Capital Outlays	\$328,700	\$154,629	\$483,329	\$70,000	\$553,329	\$0	\$553,329	\$553,329
Total - Gen. Government	\$9,604,603	\$354,459	\$9,959,062	\$242,502	\$10,201,564	\$14,014	\$10,215,578	\$10,215,578
001100 Police								
Personnel	\$10,626,690	\$114,390	\$10,741,080	-\$20,732	\$10,720,348		\$10,720,348	\$10,720,348
Supplies & Expenses	487,536	12,841	500,377	18,060	\$518,437		518,437	518,437
Other Services & Charges	397,311	1,179	398,490	13,200	\$411,690		411,690	411,690
Capital Outlays	169,250	297,894	467,144	123,000	\$590,144		590,144	590,144
Total - Police	\$11,680,787	\$426,304	\$12,107,091	\$133,528	\$12,240,619	\$0	\$12,240,619	\$12,240,619
001131 Police & Fire Training								
Personnel	\$36,897		\$36,897		\$36,897		\$36,897	\$36,897
Supplies & Expenses	111,225	\$3,507	114,732		\$114,732		114,732	114,732
Other Services & Charges	93,925	111	94,036	45	\$94,081		94,081	94,081
Capital Outlays	0	0	0		\$0		0	0
Total - Police & Fire Training	\$242,047	\$3,618	\$245,665	\$45	\$245,710	\$0	\$245,710	\$245,710

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2017

	Original FY 2017 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Mar Amend'ts	Proposed Amended Budgets	Amended Budgets
001160 Fire								
Personnel	\$7,357,796		\$7,357,796		\$7,357,796		\$7,357,796	\$7,357,796
Supplies & Expenses	308,661		308,661	2,050	\$310,711	4,202	314,913	314,913
Other Services & Charges	296,547	10,038	306,585		\$306,585	6,646	313,231	313,231
Capital Outlays	0		0	110,900	\$110,900		110,900	110,900
Total - Fire Dept.	\$7,963,004	\$10,038	\$7,973,042	\$112,950	\$8,085,992	\$10,848	\$8,096,840	\$8,096,840
001180 Code Enforcement								
Personnel	\$602,464		\$602,464	\$0	\$602,464		\$602,464	\$602,464
Supplies & Expenses	28,906	1,033	29,939		\$29,939		29,939	29,939
Other Services & Charges	110,145	51,050	161,195		\$161,195		161,195	161,195
Capital Outlays	0		0		\$0		0	0
Total - Code Enforcement	\$741,515	\$52,083	\$793,598	\$0	\$793,598	\$0	\$793,598	\$793,598
001190 Contractual Services - Public Safety								
Personnel	\$221,800		\$221,800		\$221,800		\$221,800	\$221,800
Supplies & Expenses	0		0		\$0		0	0
Other Services & Charges	1,301,000		1,301,000		\$1,301,000		1,301,000	1,301,000
Capital Outlays			0		\$0		0	0
Total - Cont. Serv. - Public Safety	\$1,522,800	\$0	\$1,522,800	\$0	\$1,522,800	\$0	\$1,522,800	\$1,522,800
<u>Public Services Cost Centers:</u>								
001191 Traffic Maint.								
Personnel	\$403,260		\$403,260		\$403,260		\$403,260	\$403,260
Supplies & Expenses	142,070	141	142,211		\$142,211		142,211	142,211
Other Services & Charges	47,400		47,400		\$47,400		47,400	47,400
Capital Outlays	0		0		\$0		0	0
Total - Traffic Maint.	\$592,730	\$141	\$592,871	\$0	\$592,871	\$0	\$592,871	\$592,871
001201 Streets								
Personnel	\$1,831,973		\$1,831,973		\$1,831,973		\$1,831,973	\$1,831,973
Supplies & Expenses	481,063	334	481,397	60,000	\$541,397	9,234	550,631	550,631
Other Services & Charges	171,800	601,860	773,660	250,000	\$1,023,660	123,593	1,147,253	1,147,253
Capital Outlays	0		0		\$0		0	0
Total - Streets	\$2,484,836	\$602,194	\$3,087,030	\$310,000	\$3,397,030	\$132,827	\$3,529,857	\$3,529,857

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2017

	Original FY 2017 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Mar Amend'ts	Proposed Amended Budgets	Amended Budgets
001202 Street Lights								
Personnel			\$0		\$0		\$0	\$0
Supplies & Expenses			0		\$0		0	0
Other Services & Charges	1,170,000		1,170,000		\$1,170,000		1,170,000	1,170,000
Capital Outlays	0		0		\$0		0	0
Total - Street Lights	\$1,170,000	\$0	\$1,170,000	\$0	\$1,170,000	\$0	\$1,170,000	\$1,170,000
001203 Engineering								
Personnel	\$389,492		\$389,492		\$389,492		\$389,492	\$389,492
Supplies & Expenses	11,025		11,025		\$11,025		11,025	11,025
Other Services & Charges	303,374		303,374	37,000	\$340,374	608,843	949,217	949,217
Capital Outlays	0		0		\$0		0	0
Total - Engineering	\$703,891	\$0	\$703,891	\$37,000	\$740,891	\$608,843	\$1,349,734	\$1,349,734
001204 Shop								
Personnel	\$518,497		\$518,497		\$518,497		\$518,497	\$518,497
Supplies & Expenses	45,800	45	45,845		\$45,845		45,845	45,845
Other Services & Charges	44,000		44,000		\$44,000		44,000	44,000
Capital Outlays	0		0		\$0		0	0
Total - Shop	\$608,297	\$45	\$608,342	\$0	\$608,342	\$0	\$608,342	\$608,342
001205 GOFS								
Personnel	\$275,404		\$275,404		\$275,404		\$275,404	\$275,404
Supplies & Expenses	10,100		10,100		\$10,100		10,100	10,100
Other Services & Charges	16,500		16,500		\$16,500		16,500	16,500
Capital Outlays	0		0		\$0		0	0
Total - GOFS	\$302,004	\$0	\$302,004	\$0	\$302,004	\$0	\$302,004	\$302,004
001206 Drainage								
Personnel	\$169,902		\$169,902		\$169,902		\$169,902	\$169,902
Supplies & Expenses	61,750	2,050	63,800		\$63,800		63,800	63,800
Other Services & Charges	231,300		231,300		\$231,300		231,300	231,300
Capital Outlays	0		0		\$0		0	0
Total - Drainage	\$462,952	\$2,050	\$465,002	\$0	\$465,002	\$0	\$465,002	\$465,002

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2017

	Original FY 2017 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Mar Amend'ts	Proposed Amended Budgets	Amended Budgets
001207 Construction								
Personnel	\$695,671		\$695,671		\$695,671		\$695,671	\$695,671
Supplies & Expenses	147,500		147,500	100	\$147,600		147,600	147,600
Other Services & Charges	71,432	13,000	84,432		\$84,432		84,432	84,432
Capital Outlays	0		0		\$0		0	0
Total - Construction	\$914,603	\$13,000	\$927,603	\$100	\$927,703	\$0	\$927,703	\$927,703
001220 Sanitation								
Personnel	\$1,545,756		1,545,756		\$1,545,756		\$1,545,756	\$1,545,756
Supplies & Expenses	291,696		291,696		\$291,696		291,696	291,696
Other Services & Charges	958,750		958,750		\$958,750		958,750	958,750
Capital Outlays	0		0		\$0		0	0
Total - Sanitation	\$2,796,202	\$0	\$2,796,202	\$0	\$2,796,202	\$0	\$2,796,202	\$2,796,202
001221 Street Cleaning								
Personnel	\$83,902		\$83,902		\$83,902		\$83,902	\$83,902
Supplies & Expenses	19,200		19,200		\$19,200		19,200	19,200
Other Services & Charges	2,600		2,600		\$2,600		2,600	2,600
Capital Outlays	0		0		\$0		0	0
Total - Street Cleaning	\$105,702	\$0	\$105,702	\$0	\$105,702	\$0	\$105,702	\$105,702
001250 Health								
Personnel	\$482,203		\$482,203		\$482,203		\$482,203	\$482,203
Supplies & Expenses	167,550		167,550		\$167,550		167,550	167,550
Other Services & Charges	8,700		8,700		\$8,700		8,700	8,700
Capital Outlays	0		0		\$0		0	0
Total - Health	\$658,453	\$0	\$658,453	\$0	\$658,453	\$0	\$658,453	\$658,453
Recap - Public Services:								
Personnel	\$6,396,060	\$0	\$6,396,060	\$0	\$6,396,060	\$0	\$6,396,060	\$6,396,060
Supplies & Expenses	\$1,377,754	2,570	1,380,324	60,100	\$1,440,424	9,234	1,449,658	1,449,658
Other Services & Charges	\$3,025,856	614,860	3,640,716	287,000	\$3,927,716	732,436	4,660,152	4,660,152
Capital Outlays	\$0	0	0	0	\$0	0	0	0
Total - Public Services	\$10,799,670	\$617,430	\$11,417,100	\$347,100	\$11,764,200	\$741,670	\$12,505,870	\$12,505,870
001260 Animal Control								
Personnel	\$156,094		\$156,094		\$156,094		\$156,094	\$156,094
Supplies & Expenses	14,800		14,800		\$14,800		14,800	14,800
Other Services & Charges	126,685		126,685		\$126,685		126,685	126,685
Capital Outlays	0		0		\$0		0	0
Total - Animal Control	\$297,579	\$0	\$297,579	\$0	\$297,579	\$0	\$297,579	\$297,579

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2017

	Original FY 2017 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Mar Amend'ts	Proposed Amended Budgets	Amended Budgets
001280 Human/Social Assist.								
Personnel			\$0		\$0		\$0	\$0
Supplies & Expenses			0		\$0		0	0
Other Services & Charges	199,500	25,000	224,500	25,380	\$249,880		249,880	249,880
Capital Outlays			0		\$0		0	0
Total - Human/Social Assist.	\$199,500	\$25,000	\$224,500	\$25,380	\$249,880	\$0	\$249,880	\$249,880
001402 Economic Dev.								
Personnel			\$0		\$0		\$0	\$0
Supplies & Expenses			0		\$0		0	0
Other Services & Charges	230,000		230,000		\$230,000		230,000	230,000
Capital Outlays			0		\$0		0	0
Total - Economic Dev.	\$230,000	\$0	\$230,000	\$0	\$230,000		\$230,000	\$230,000
001460 Debt Service								
Principal	\$590,650		\$590,650	\$3,000	\$593,650		\$593,650	\$593,650
Interest	386,874		\$386,874		\$386,874		\$386,874	\$386,874
Total Debt Service	\$977,524	\$0	\$977,524	\$3,000	\$980,524	\$0	\$980,524	\$980,524
001551 Airport								
Personnel	\$79,563		\$79,563		\$79,563		\$79,563	\$79,563
Supplies & Expenses	38,200		38,200		\$38,200		38,200	38,200
Other Services & Charges	85,958		85,958		\$85,958		85,958	85,958
Capital Outlays	0		0		\$0		0	0
Total - Airport	\$203,721	\$0	\$203,721	\$0	\$203,721	\$0	\$203,721	\$203,721
001553 Cemetery								
Personnel	\$756,881		\$756,881		\$756,881		\$756,881	\$756,881
Supplies & Expenses	83,700		83,700	1,250	\$84,950		84,950	84,950
Other Services & Charges	49,351		49,351		\$49,351		49,351	49,351
Capital Outlays	0		0	1,000	\$1,000		1,000	1,000
Total - Cemetery	\$889,932	\$0	\$889,932	\$2,250	\$892,182	\$0	\$892,182	\$892,182
001560 Parking Garages								
Personnel	\$234,680		\$234,680		\$234,680		\$234,680	\$234,680
Supplies & Expenses	7,170	420	7,590	1,500	\$9,090		9,090	9,090
Other Services & Charges	70,350		70,350		\$70,350		70,350	70,350
Capital Outlays	0		0		\$0	0	0	0
Total - Parking Garages	\$312,200	\$420	\$312,620	\$1,500	\$314,120	\$0	\$314,120	\$314,120

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2017

	Original FY 2017 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Mar Amend'ts	Proposed Amended Budgets	Amended Budgets
Transfers to Other Funds	\$3,460,000		\$3,460,000		\$3,460,000		\$3,460,000	\$3,460,000
EXPENDITURES & TRANSFERS	\$49,124,882	\$1,489,352	\$50,614,234	\$868,255	\$51,482,489	\$766,532	\$52,249,021	\$52,249,021
<i>Recap - General Fund</i>								
Personnel	\$30,960,497	\$191,540	\$31,152,037	\$0	\$31,152,037	\$0	\$31,152,037	\$31,152,037
Supplies & Expenses	2,682,407	27,009	2,709,416	127,180	2,836,596	13,436	2,850,032	2,850,032
Other Services & Charges	10,546,504	818,280	11,364,784	433,175	11,797,959	753,096	12,551,055	12,551,055
Capital Outlays	497,950	452,523	950,473	304,900	1,255,373	0	1,255,373	1,255,373
Principal Payments	590,650	0	590,650	3,000	593,650	0	593,650	593,650
Interest Payments	386,874	0	386,874	0	386,874	0	386,874	386,874
Total - Gen. Fund Cost Centers	\$45,664,882	\$1,489,352	\$47,154,234	\$868,255	\$48,022,489	\$766,532	\$48,789,021	\$48,789,021
Transfers to Other Funds	3,460,000	0	3,460,000	0	3,460,000	0	3,460,000	3,460,000
Total - Expenditures & Transfers	\$49,124,882	\$1,489,352	\$50,614,234	\$868,255	\$51,482,489	\$766,532	\$52,249,021	\$52,249,021
Ending Cash Budget	\$3,370,866	\$1,158,607	\$4,529,473	\$144,673	\$4,674,146	\$86,921	\$4,761,067	\$4,761,067
<i>Ending Fund Balance Exclusive of Hercules Settlement</i>			\$1,529,473		\$1,674,146			
ADMINISTRATIVE	\$9,604,603		\$9,959,062		\$10,201,564		\$10,215,578	\$10,215,578
POLICE & ACADEMY	\$11,922,834		\$12,352,756		\$12,486,329		\$12,486,329	\$12,486,329
FIRE	\$7,963,004		\$7,973,042		\$8,085,992		\$8,096,840	\$8,096,840
CODE ENFORCEMENT	\$741,515		\$793,598		\$793,598		\$793,598	\$793,598
PUBLIC WORKS	\$10,799,670		\$11,417,100		\$11,764,200		\$12,505,870	\$12,505,870
DEBT SERVICE	\$977,524		\$977,524		\$980,524		\$980,524	\$980,524
OTHER	\$3,655,732		\$3,681,152		\$3,710,282		\$3,710,282	\$3,710,282
TRANSFERS	\$3,460,000		\$3,460,000		\$3,460,000		\$3,460,000	\$3,460,000
PERSONNEL	\$30,960,497		\$31,152,037		\$31,152,037		\$31,152,037	\$31,152,037
SUPPLIES	\$2,682,407		\$2,709,416		\$2,836,596		\$2,850,032	\$2,850,032
OTHER SERVICES & CHARGES	\$10,546,504		\$11,364,784		\$11,797,959		\$12,551,055	\$12,551,055
CAPITAL OUTLAY	\$497,950		\$950,473		\$1,255,373		\$1,255,373	\$1,255,373
DEBT SERVICE	\$977,524		\$977,524		\$980,524		\$980,524	\$980,524
TRANSFERS	\$3,460,000		\$3,460,000		\$3,460,000		\$3,460,000	\$3,460,000

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2017

	Original FY 2017 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Mar Amend'ts	Proposed Amended Budgets	Amended Budgets
Parks & Recreation (Fund #2):								
Recreation Maint. Cost Center (002300)								
Personnel	\$1,333,998		\$1,333,998		\$1,333,998		\$1,333,998	\$1,333,998
Supplies & Expenses	366,200	13,015	379,215	10,000	\$389,215		389,215	389,215
Other Services & Charges	345,005	60,981	405,986	100,000	\$505,986		505,986	505,986
Capital Outlays	0	61,543	61,543	55,207	\$116,750		116,750	116,750
Total - Recreation Maint.	\$2,045,203	\$135,539	\$2,180,742	\$165,207	\$2,345,949	\$0	\$2,345,949	\$2,345,949
Recreation Admin. (002315)								
Personnel	\$486,934		\$486,934		\$486,934		\$486,934	\$486,934
Supplies & Expenses	88,672	2,315	90,987		\$90,987		90,987	90,987
Other Services & Charges	463,794	4,608	468,402		\$468,402		468,402	468,402
Capital Outlays	0	46,998	46,998		\$46,998		46,998	46,998
Total - Recreation Admin.	\$1,039,400	\$53,921	\$1,093,321	\$0	\$1,093,321	\$0	\$1,093,321	\$1,093,321
Kamper Park Zoo								
Personnel	\$0		\$0		\$0		\$0	\$0
Supplies & Expenses	0		0		\$0		0	0
Other Services & Charges	0		0		\$0		0	0
Capital Outlays	0		0		\$0		0	0
Total - Kamper Park	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Recap - Parks & Recreation Fund:								
Personnel	\$1,820,932	\$0	\$1,820,932	\$0	\$1,820,932	\$0	\$1,820,932	\$1,820,932
Supplies & Expenses	454,872	15,330	470,202	10,000	\$480,202	0	480,202	480,202
Other Services & Charges	808,799	65,589	874,388	100,000	\$974,388	0	974,388	974,388
Capital Outlays	0	108,541	108,541	55,207	\$163,748	0	163,748	163,748
Total - Recreation Maint.	\$3,084,603	\$189,460	\$3,274,063	\$165,207	\$3,439,270	\$0	\$3,439,270	\$3,439,270
Municipal Fire Protection (Fund #5):								
Personnel	\$0		\$0		\$0		\$0	\$0
Supplies & Expenses	69,386		69,386		\$69,386		69,386	69,386
Other Services & Charges	26,970		26,970		\$26,970		26,970	26,970
Capital Outlays	179,000	4,535	183,535		\$183,535		183,535	183,535
Principal Payments	353,057		353,057		\$353,057		353,057	353,057
Interest Payments	15,569		15,569		\$15,569		15,569	15,569
Total - Municipal Fire Prot. Fund	\$643,982	\$4,535	\$648,517	\$0	\$648,517	\$0	\$648,517	\$648,517

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2017

	Original FY 2017 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Mar Amend'ts	Proposed Amended Budgets	Amended Budgets
Special Streets (Fund #8):								
Personnel	\$0		\$0		\$0		\$0	\$0
Supplies & Expenses	0		0		\$0		0	0
Other Services & Charges	60,925	118,365	179,290		\$179,290		179,290	179,290
Capital Outlays	0		0		\$0		0	0
Total - Special Streets	\$60,925	\$118,365	\$179,290	\$0	\$179,290	\$0	\$179,290	\$179,290
Water & Sewer Operation & Maint. (Fund #9):								
Customer Accounts Cost Center								
Personnel	\$462,123		\$462,123		\$462,123		\$462,123	\$462,123
Supplies & Expenses	36,300	297	36,597		\$36,597		36,597	36,597
Other Services & Charges	141,200	75	141,275		\$141,275		141,275	141,275
Capital Outlays	0		0		\$0		0	0
Total - Customer Accounts	\$639,623	\$372	\$639,995	\$0	\$639,995	\$0	\$639,995	\$639,995
Water Transmission Cost Center								
Personnel	\$812,656		\$812,656		\$812,656		\$812,656	\$812,656
Supplies & Expenses	240,776	1,245	242,021	5,000	\$247,021	27,421	274,442	274,442
Other Services & Charges	776,000	10,994	786,994	5,000	\$791,994	12,820	804,814	804,814
Capital Outlays	0		0		\$0		0	0
Total - Water Trans.	\$1,829,432	\$12,239	\$1,841,671	\$10,000	\$1,851,671	\$40,241	\$1,891,912	\$1,891,912
Plant Cost Center								
Personnel	\$633,558		\$633,558		\$633,558		\$633,558	\$633,558
Supplies & Expenses	132,400	1,200	133,600	15,000	\$148,600	8,150	156,750	156,750
Other Services & Charges	1,062,899	44,056	1,106,955	235,000	\$1,341,955	211,415	1,553,370	1,553,370
Capital Outlays	0	156,000	156,000		\$156,000		156,000	156,000
Total - Plant	\$1,828,857	\$201,256	\$2,030,113	\$250,000	\$2,280,113	\$219,565	\$2,499,678	\$2,499,678
Sewer Cost Center								
Personnel	\$768,045		\$768,045		\$768,045		\$768,045	\$768,045
Supplies & Expenses	307,100		307,100		\$307,100	51,019	358,119	358,119
Other Services & Charges	1,332,660		1,332,660	4,000	\$1,336,660	25,141	1,361,801	1,361,801
Capital Outlays	0		0		\$0		0	0
Total - Water Trans.	\$2,407,805	\$0	\$2,407,805	\$4,000	\$2,411,805	\$76,160	\$2,487,965	\$2,487,965
Lagoon Cost Center								
Personnel	\$297,156		\$297,156		\$297,156		\$297,156	\$297,156
Supplies & Expenses	372,100	623	372,723		\$372,723	3,166	375,889	375,889
Other Services & Charges	1,773,820	30,825	1,804,645	6,000	\$1,810,645	1,209	1,811,854	1,811,854
Capital Outlays	12,000		12,000		\$12,000		12,000	12,000
Principal Payments	0		0		\$0		0	0
Interest Payments	0		0		\$0		0	0
Total - Lagoon Cost Center	\$2,455,076	\$31,448	\$2,486,524	\$6,000	\$2,492,524	\$4,375	\$2,496,899	\$2,496,899

CITY OF HATTIESBURG, MS
 Analysis of Expenditure Budgets - Funds Other Than General
 Fiscal Year Ending September 30, 2017

	Original FY 2017 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Mar Amend'ts	Proposed Amended Budgets	Amended Budgets
Recap: Water & Sewer O & M Fund:								
Personnel	\$2,973,538	\$0	\$2,973,538	\$0	\$2,973,538	\$0	\$2,973,538	\$2,973,538
Supplies & Expenses	1,088,676	3,365	1,092,041	20,000	\$1,112,041	89,756	1,201,797	1,201,797
Other Services & Charges	5,086,579	85,950	5,172,529	250,000	\$5,422,529	250,585	5,673,114	5,673,114
Capital Outlays	12,000	156,000	168,000	0	\$168,000	0	168,000	168,000
Principal Payments	0	0	0	0	\$0	0	0	0
Interest Payments	0	0	0	0	\$0	0	0	0
Total - Water & Sewer O & M Fund	\$9,160,793	\$245,315	\$9,406,108	\$270,000	\$9,676,108	\$340,341	\$10,016,449	\$10,016,449
Water & Sewer Bond & Int. (Fund #10):								
Principal Payments	\$4,805,000		\$4,805,000		\$4,805,000		\$4,805,000	\$4,805,000
Interest Payments	\$2,595,800		\$2,595,800		\$2,595,800		\$2,595,800	\$2,595,800
Paying Agent Fees	\$13,000		\$13,000		\$13,000		\$13,000	\$13,000
Total - W & S Bond & Int. Fund	\$7,413,800	\$0	\$7,413,800	\$0	\$7,413,800	\$0	\$7,413,800	\$7,413,800
Water & Sewer Revenue (Fund #11):								
Principal Payments	\$173,772		\$173,772		\$173,772		\$173,772	\$173,772
Interest Payments	8,763		8,763		\$8,763		8,763	8,763
other services & charges	29,900		29,900		\$29,900		29,900	29,900
Transfers to other funds	19,031,000		19,031,000		\$19,031,000		19,031,000	19,031,000
Total - W & S Revenue Fund	\$19,243,435	\$0	\$19,243,435	\$0	\$19,243,435	\$0	\$19,243,435	\$19,243,435
1999 Tax Increment (Walmart) Bond & Int (Fund #12):								
Principal Payments	\$0		\$0		\$0		\$0	\$0
Interest Payments	0		0		\$0		\$0	0
Paying Agent Fees	0		0		\$0		\$0	0
Total - 1999 TIF Bond & Int Fund	\$0	0	\$0	0	\$0	0	\$0	\$0
City Bond & Interest (Fund #13):								
Principal Payments	\$1,935,000		\$1,935,000		\$1,935,000		\$1,935,000	\$1,935,000
Interest Payments	273,200		273,200		\$273,200		273,200	273,200
Other Services & Charges	39,000		39,000		\$39,000		39,000	39,000
Paying Agent Fees	15,000		15,000		\$15,000		15,000	15,000
Total - 1999 TIF Bond & Int Fund	\$2,262,200	\$0	\$2,262,200	\$0	\$2,262,200	\$0	\$2,262,200	\$2,262,200
USA Yeast Bond & Interest (Fund #15):								
Principal Payments	\$0	\$0	\$0		\$0		\$0	\$0
Interest Payments	0	0	0		\$0		0	0
Transfers Out	0	0	0		\$0		0	0
other services & charges	0		0		\$0		0	0
Total - 1999 TIF Bond & Int Fund	\$0	0	\$0	0	\$0	0	0	0

CITY OF HATTIESBURG, MS
 Analysis of Expenditure Budgets - Funds Other Than General
 Fiscal Year Ending September 30, 2017

	Original FY 2017 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Mar Amend'ts	Proposed Amended Budgets	Amended Budgets
Police Fines & Forfeitures (Fund #19):								
Personnel	\$0		\$0		\$0		\$0	\$0
Supplies & Expenses	37,000	4,441	41,441		\$41,441		41,441	41,441
Other Services & Charges	26,600		26,600		\$26,600		26,600	26,600
Capital Outlays	100,000	8,917	108,917		\$108,917		108,917	108,917
Transfers	0		0		\$0		0	0
Total - Fines & Forf. Fund	\$163,600	\$13,358	\$176,958	\$0	\$176,958	\$0	\$176,958	\$176,958
Series 2002 TIF Bond & Int (Southern Pointe, Fund #20):								
Principal Payments	\$135,000		\$135,000		\$135,000		\$135,000	\$135,000
Interest Payments	110,702		110,702		\$110,702		110,702	110,702
other services & charges	2,000		2,000		\$2,000		2,000	2,000
Total - 1999 TIF Bond & Int Fund	\$247,702	0	\$247,702	0	\$247,702	0	\$247,702	\$247,702
Series 2004 TIF Bond & Int (Home Depot, Fund #21):								
Principal Payments	\$0		\$0		\$0		\$0	\$0
Interest Payments	0		0		\$0		0	0
other services & charges	0		0		\$0		0	0
Total - 2004 TIF Bond & Int Fund	\$0	0	\$0	0	\$0	0	\$0	\$0
Series 2003 TIF Bond & Int (Chauvet Sq., Fund #22):								
Principal Payments	\$115,000		\$115,000		\$115,000		\$115,000	\$115,000
Interest Payments	77,318		77,318		\$77,318		77,318	77,318
other services & charges	2,000		2,000		\$2,000		2,000	2,000
Transfers to other Funds	0		0		\$0		0	0
Total - 2003 TIF Bond & Int Fund	\$194,318	\$0	\$194,318	\$0	\$194,318	\$0	\$194,318	\$194,318
Series 2007 TIFBond & Int (Turtle Creek Fund 23):								
Principal Payments	355,000		355,000		\$355,000		355,000	355,000
Interest Payments	92,283		92,283		\$92,283		92,283	92,283
Other Services & Charges	3,500		3,500		\$3,500		3,500	3,500
Total - 2007 TIF Bond & Int Fund	\$450,783		\$450,783		\$450,783	\$0	\$450,783	\$450,783
Series 2008 TIF Bond & Int (Lincoln Center Fund 24):								
Principal Payments	\$40,000		40,000		\$40,000		40,000	40,000
Interest Payments	\$13,200		13,200		\$13,200		13,200	13,200
Other Services & Charges	\$1,000		1,000		\$1,000		1,000	1,000
Total - 2008 TIF Bond & Int Fund	\$54,200	\$0	\$54,200	\$0	\$54,200	\$0	\$54,200	\$54,200
Series 2011 TIF Bond & Int (Turtle Creek Commons/Kohl's Fund 25):								
Principal Payments	\$70,000		70,000		\$70,000		70,000	70,000
Interest Payments	\$19,500		19,500		\$19,500		19,500	19,500
Other Services & Charges	\$2,000		2,000		\$2,000		2,000	2,000
Total - 2008 TIF Bond & Int Fund	\$91,500	\$0	\$91,500	\$0	\$91,500	\$0	\$91,500	\$91,500

CITY OF HATTIESBURG, MS
 Analysis of Expenditure Budgets - Funds Other Than General
 Fiscal Year Ending September 30, 2017

	Original FY 2017 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Mar Amend'ts	Proposed Amended Budgets	Amended Budgets
Airport Imp. (Fund #39):								
Personnel	\$0		\$0		\$0		\$0	\$0
Supplies & Expenses	0		0		\$0		0	0
Other Services & Charges	0		0		\$0		0	0
Capital Outlays	1,380,000		1,380,000		1,380,000		1,380,000	1,380,000
Total - Airport Imp. Fund	\$1,380,000	\$0	\$1,380,000	\$0	\$1,380,000	\$0	\$1,380,000	\$1,380,000
Series 2015A & Series 2015B TIF Bond & Int (The Ridge at Turtle Creek and Midtown Market) (Fund #50)								
Principal Payments	70000		70,000		70,000		70,000	70,000
Interest Payments	77000		77,000		77,000		77,000	77,000
Paying Agent Fees	2000		2,000		2,000		2,000	2,000
Other Services & Charges	0		0		0		0	0
Total - 2007 G.O.Refunding	149000	0	149,000		149,000	0	149,000	149,000
Municipal Road & Bridge (Fund #72):								
Personnel	\$0		\$0		\$0		\$0	\$0
Supplies & Expenses	0		0		\$0		0	0
Other Services & Charges	875,000	880,406	1,755,406		\$1,755,406		1,755,406	1,755,406
Capital Outlays	4,672,520		4,672,520	516,665	\$5,189,185	155,000	5,344,185	5,344,185
Principal	0		0		\$0		0	0
Interest	0		0		\$0		0	0
Total - Municipal Road & Bridge	\$5,547,520	\$880,406	\$6,427,926	\$516,665	\$6,944,591	\$155,000	\$7,099,591	\$7,099,591
Mass Transit (Fund #73):								
Personnel	\$827,011	\$18,056	\$845,067	\$96,135	\$941,202		\$941,202	\$941,202
Supplies & Expenses	214,300	1,200	215,500		\$215,500		215,500	215,500
Other Services & Charges	517,350	35,704	553,054		\$553,054	100,000	653,054	653,054
Capital Outlays	386,318	0	386,318		\$386,318		386,318	386,318
Total - Mass Transit Fund	\$1,944,979	\$54,960	\$1,999,939	\$96,135	\$2,096,074	\$100,000	\$2,196,074	\$2,196,074
Water & Sewer Construction (Fund #75):								
Personnel	\$0		\$0		\$0		\$0	\$0
Supplies & Expenses	0		0		\$0		0	0
Other Services & Charges	400,100		400,100		\$400,100	1,100,000	1,500,100	1,500,100
Capital Outlays	2,250,000		2,250,000		\$2,250,000		2,250,000	2,250,000
Total - W & S Construction Fund	\$2,650,100	\$0	\$2,650,100	\$0	\$2,650,100	\$1,100,000	\$3,750,100	\$3,750,100

CITY OF HATTIESBURG, MS
 Analysis of Expenditure Budgets - Funds Other Than General
 Fiscal Year Ending September 30, 2017

	Original FY 2017 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Mar Amend'ts	Proposed Amended Budgets	Amended Budgets
Community Centers (Fund #77):								
Personnel	\$551,678		\$551,678		\$551,678		\$551,678	\$551,678
Supplies & Expenses	67,050		67,050		\$67,050		67,050	67,050
Other Services & Charges	175,010		175,010		\$175,010		175,010	175,010
Capital Outlays	0	5,400	5,400		\$5,400		5,400	5,400
Total - Community Centers Fund	\$793,738	\$5,400	\$799,138	\$0	\$799,138	\$0	\$799,138	\$799,138
Community Dev. Block Grant (Fund #82):								
Personnel	\$168,760		\$168,760		\$168,760		\$168,760	\$168,760
Supplies & Expenses	5,600		5,600		\$5,600		5,600	5,600
Other Services & Charges	106,017		106,017		\$106,017		106,017	106,017
Capital Outlays	466,194		466,194	468,000	\$934,194		934,194	934,194
Transfers	0		0		\$0		0	0
Total - CDBG Fund	\$746,571	\$0	\$746,571	\$468,000	\$1,214,571	\$0	\$1,214,571	\$1,214,571
Series 2009 G.O. Bonds - AMR Project (Fund #78)								
Supplies	\$0		0		\$0		0	0
Other Services & Charges	\$0		0		\$0		0	0
Transfers Out	\$0		0		\$0		0	0
Capital Outlay	0		0		\$0		0	0
Total - Series 2009 G.O. Bonds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Public Safety/Recreation Construction (Fund #88):								
Personnel	\$0		\$0		\$0		\$0	\$0
Supplies & Expenses	0		0		\$0		0	0
Other Services & Charges	2,800,000		2,800,000		\$2,800,000		2,800,000	2,800,000
Capital Outlays	22,200,000		22,200,000		\$22,200,000		22,200,000	22,200,000
Transfers to other Funds	0		0		\$0		0	0
Total - Series 2002 Const. Fund	\$25,000,000	\$0	\$25,000,000	\$0	\$25,000,000	\$0	\$25,000,000	\$25,000,000
MDA Energy Efficiency Capital Projects (Fund 89):								
Personnel	\$0		\$0		\$0		\$0	\$0
Supplies & Expenses	0		0		\$0		0	0
Other Services & Charges	3,000		3,000		\$3,000		3,000	3,000
Capital Outlays	2,172,000	263,738	2,435,738		\$2,435,738		2,435,738	2,435,738
Transfers	0		0		\$0		0	0
Total - Series 2004 Const. Fund	\$2,175,000	\$263,738	\$2,438,738	\$0	\$2,438,738	\$0	\$2,438,738	\$2,438,738
Series 2008 G.O. Note (Downtown Lighting)(Fund # 90):								
Personnel	\$0		\$0		\$0		\$0	\$0
Supplies & Expenses	0		0		\$0		0	0
Other Services & Charges	0		0		\$0		0	0
Capital Outlays	0		0		\$0		0	0
Transfers	0		0		\$0		0	0
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

CITY OF HATTIESBURG, MS
 Analysis of Expenditure Budgets - Funds Other Than General
 Fiscal Year Ending September 30, 2017

	Original FY 2017 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Mar Amend'ts	Proposed Amended Budgets	Amended Budgets
TIF Construction (Fund # 91):								
Personnel	\$0		\$0		\$0		\$0	\$0
Supplies & Expenses	0		0		\$0		0	0
Other Services & Charges	0		0		\$0		0	0
Capital Outlays	0		0		\$0		0	0
Transfers	0		0		\$0		0	0
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Series 2001 G.O. Bond Construction (Fund # 95):								
Personnel	\$0		\$0		\$0		\$0	\$0
Supplies & Expenses	0		0		\$0		0	0
Other Services & Charges	0		0		\$0		0	0
Capital Outlays	173		173		\$173		173	173
Transfers	0		0		\$0		0	0
Total - Series 2001 Const. Fund	\$173	\$0	\$173	\$0	\$173	\$0	\$173	\$173
Mississippi Dev. Bank Construction (Fund # 96):								
Personnel	\$0		\$0		\$0		\$0	\$0
Supplies & Expenses	0		0		\$0		0	0
Other Services & Charges	0		0		\$0		0	0
Transfers			0		\$0		0	0
Capital Outlays	0		0		\$0		0	0
Total - MDB Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Kamper Park Imp. (Fund #98):								
Personnel	\$0		\$0		\$0		\$0	\$0
Supplies & Expenses	0		0		\$0		0	0
Other Services & Charges	0		0		\$0		0	0
Capital Outlays	2,238		2,238		\$2,238		2,238	2,238
Total - Kamper Park Imp. Fund	\$2,238	\$0	\$2,238	\$0	\$2,238	\$0	\$2,238	\$2,238
Series 2010 Water & Sewer G.O. Constr. (Fund #99):								
Personnel					\$0			
Supplies & Expenses					\$0			
Other Services & Charges			0		\$0		0	0
Capital Outlay	\$0		0		\$0		0	0
Transfers out	\$0		0		\$0		\$0	\$0
Total - Series 2010 Constr.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

CITY OF HATTIESBURG, MS
 Analysis of Expenditure Budgets - Funds Other Than General
 Fiscal Year Ending September 30, 2017

	Original FY 2017 Budgets	Oct/Nov Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Amended Budgets	Mar Amend'ts	Proposed Amended Budgets	Amended Budgets
Series 2013 Water & Sewer Revenue Constr. (Fund #105):								
Personnel			0		\$0		0	0
Supplies & Expenses			0		\$0		0	0
Other Services & Charges	\$0	\$740,672	740,672		\$740,672		740,672	740,672
Capital Outlay	\$750,000	\$596,110	1,346,110		\$1,346,110		1,346,110	1,346,110
Transfers			0		\$0		0	0
Total - Series 2013 Constr.	\$750,000	\$1,336,782	\$2,086,782	\$0	\$2,086,782	\$0	\$2,086,782	\$2,086,782
Series 2016 Water & Sewer Taxable Bonds Constr. (Fund #93):								
Personnel			0		\$0		0	0
Supplies & Expenses			0		\$0		0	0
Other Services & Charges	\$0	\$1,314,000	1,314,000		\$1,314,000		1,314,000	1,314,000
Capital Outlay	\$0	\$23,686,000	23,686,000		\$23,686,000		23,686,000	23,686,000
Transfers		\$0	0		\$0		0	0
Total - Series 2016 Constr.	\$0	\$25,000,000	\$25,000,000	\$0	\$25,000,000	\$0	\$25,000,000	\$25,000,000
Series 2012 Water & Sewer Const. (Fund #94):								
Personnel	\$0		\$0		\$0		\$0	\$0
Supplies & Expenses	0		0		\$0		0	0
Other Services & Charges	0		0		\$0		0	0
Capital Outlays	21,244		21,244		\$21,244		21,244	21,244
Transfers Out	0		0		\$0		0	0
Total - Series 2012 Const.	\$21,244	\$0	\$21,244	\$0	\$21,244	\$0	\$21,244	\$21,244
GRAND TOTAL - FUNDS OTHER THAN THE GENERAL FUND	\$84,232,404	\$28,112,319	\$87,344,723	\$1,516,007	\$88,860,730	\$1,695,341	\$90,556,071	\$90,556,071
General Fund	\$49,124,882	\$1,489,352	\$50,614,234	\$868,255	\$51,482,489	\$766,532	\$52,249,021	\$52,249,021
TOTAL EXPENDITURES & TRANSFERS	\$133,357,286	\$29,601,671	\$137,958,957	\$2,384,262	\$140,343,219	\$2,461,873	\$142,805,092	\$142,805,092
Less: Interfund Transfers	-22,491,000	0	-22,491,000	0	-22,491,000	0	-22,491,000	-22,491,000
TOTAL EXPENDITURES	\$110,866,286	\$29,601,671	\$115,467,957	\$2,384,262	\$117,852,219	\$2,461,873	\$120,314,092	\$120,314,092
Recap of City-Wide Expenditure Budgets:								
Personnel	\$37,302,416	\$209,596	\$37,512,012	\$96,135	\$37,608,147	\$0	\$37,608,147	\$37,608,147
Supplies & Expenses	\$4,619,291	\$51,345	\$4,670,636	\$157,180	\$4,827,816	\$103,192	\$4,931,008	\$4,931,008
Other Services & Charges	\$21,542,254	\$4,058,966	\$25,601,220	\$783,175	\$25,070,395	\$2,203,681	\$27,274,076	\$28,588,076
Capital Outlays	\$35,089,637	\$25,281,764	\$60,371,401	\$1,344,772	\$38,030,173	\$155,000	\$38,185,173	\$61,871,173
Principal Payments	8,642,479	0	8,642,479	3,000	8,645,479	0	8,645,479	8,645,479
Interest Payments	3,670,209	0	3,670,209	0	3,670,209	0	3,670,209	3,670,209
Total Expenditure Budgets	\$110,866,286	\$29,601,671	\$140,467,957	\$2,384,262	\$117,852,219	\$2,461,873	\$120,314,092	\$145,314,092

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2017

GENERAL FUND:

REVENUES & BEG. CASH:

Taxes - Other	\$35,000
Licenses & Permits	4,448,800
Inter-governmental Revenues:	
Federal Grants	1,369,231
State Grants	298,257
State-Shared Revenues	22,149,000
County Shared Revenues	58,948
Charges for Services:	
Public safety	197,000
Streets	1,500
Sanitation	2,206,000
Misc.	0
Fines & Forfeits	1,353,200
Miscellaneous	269,828
Transfers-In	543,000
Non-Revenue Receipts	932,365
Total From All Sources	
Other Than taxation	33,862,129
Beginning Cash and	
Investment Balance	8,147,959
Amount to be Raised by Tax Levy	15,000,000
TOTAL FROM ALL SOURCES	\$57,010,088

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	4,589,454
Supplies & Expenses	275,313
Other services & Charges	4,797,482
Capital Outlays	553,329
Total - General Government	10,215,578
Police Dept.:	
Personnel	10,720,348
Supplies & Expenses	518,437
Other services & Charges	411,690
Capital Outlays	590,144
Total - Police Dept.	12,240,619

Police & Fire Training:	
Personnel	36,897
Supplies & Expenses	114,732
Other services & Charges	94,081
Capital Outlays	0
Total - Police & Fire Training	<u>245,710</u>
Fire Dept.:	
Personnel	7,357,796
Supplies & Expenses	314,913
Other services & Charges	313,231
Capital Outlays	110,900
Total - Fire Dept.	<u>8,096,840</u>
Land Development Administration:	
Personnel	602,464
Supplies & Expenses	29,939
Other services & Charges	161,195
Capital Outlays	0
Total - Land Dev. Admin.	<u>793,598</u>
Public Safety Contractual Services:	
Personnel	221,800
Other services & Charges	1,301,000
Total - Pub. Safety Cont. Serv.	<u>1,522,800</u>
Public Services:	
Personnel	6,396,060
Supplies & Expenses	1,449,658
Other services & Charges	4,660,152
Capital Outlays	0
Total - Public Services	<u>12,505,870</u>
Animal Control	
Personnel	156,094
Supplies & Expenses	14,800
Other services & Charges	126,685
Capital Outlays	0
Total - Animal Control	<u>297,579</u>

Human/Social	
Other services & Charges	249,880
Total - Human/Social	<u>249,880</u>
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	230,000
Capital Outlays	0
Total - Eco. Dev.	<u>230,000</u>
Debt Service:	
Prinicpal Payments	593,650
Interest Payments	386,874
Total - Debt service	<u>980,524</u>
Airport	
Personnel	79,563
Supplies & Expenses	38,200
Other services & Charges	85,958
Capital Outlays	0
Total - Airport	<u>203,721</u>
Cemetery	
Personnel	756,881
Supplies & Expenses	84,950
Other services & Charges	49,351
Capital Outlays	1,000
Total - Cemetery	<u>892,182</u>
Parking Garages	
Personnel	234,680
Supplies & Expenses	9,090
Other services & Charges	70,350
Capital Outlays	0
Total - Parking Garages	<u>314,120</u>
Operating Transfers Out	<u>3,460,000</u>
Total Expenditures & Transfers	<u>52,249,021</u>
Ending Cash Balance	<u>\$4,761,067</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$57,010,088</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2017

***WATER & SEWER OPERATION
AND MAINTENANCE FUND:***

REVENUES & BEG. CASH:

Charges for Services	\$25,000
Transfers-In	8,900,000
Miscellaneous	2,500
Non-Revenue Receipts	<u>250,000</u>
Total From All Sources	
Other Than taxation	<u>9,177,500</u>
Beginning Cash and	
Investment Balance	<u>1,668,849</u>
TOTAL FROM ALL SOURCES	<u><u>\$10,846,349</u></u>

EXPENDITURES & ENDING CASH:

Personnel	2,973,538
Supplies & Expenses	1,201,797
Other services & Charges	5,673,114
Capital Outlays	168,000
Lease Debt Service - Principal	0
Lease Debt Service - Interest	<u>0</u>
Total Expenditures	<u>\$10,016,449</u>
Cash balance at End of Year	<u>829,900</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$10,846,349</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2017

MUNICIPAL ROAD & BRIDGE
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

State Grants	\$3,255,015
Federal Grants	0
County Shared Revenues	1,800,000
Miscellaneous	36,264
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	5,091,279
Beginning Cash and	
Investment Balance	2,411,381
TOTAL FROM ALL SOURCES	\$7,502,660

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	0
Other services & Charges	1,755,406
Capital Outlays	5,344,185
Principal Payments	0
Interest Payments	0
Total Expenditures	\$7,099,591
Cash balance at End of Year	403,069
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$7,502,660

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2017

***MASS TRANSIT OPERATING
SPECIAL REVENUE FUND:***

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$1,467,519
State Grants	\$0
Miscellaneous	48,100
Transfers-In	230,000
Total From All Sources	
Other Than taxation	1,745,619
Beginning Cash and	
Investment Balance	330,519
Amount to be Raised by Tax Levy	213,814
TOTAL FROM ALL SOURCES	\$2,289,952

EXPENDITURES & ENDING CASH:

Personnel	941,202
Supplies & Expenses	215,500
Other services & Charges	653,054
Capital Outlays	386,318
Total Expenditures	\$2,196,074
Cash balance at End of Year	93,878
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$2,289,952

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2017

WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
Miscellaneous	262,998
Transfers-In	2,000,000
Non-Revenue Receipts	<u>0</u>
Total From All Sources	
Other Than taxation	<u>2,262,998</u>
Beginning Cash and	
Investment Balance	<u>5,080,298</u>
TOTAL FROM ALL SOURCES	<u><u>\$7,343,296</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	\$1,500,100
Capital Outlays	<u>2,250,000</u>
Total Expenditures	<u>3,750,100</u>
Cash balance at End of Year	<u>3,593,196</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$7,343,296</u></u>



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-310

MEETING DATE: 03/21/2017

MINUTE BOOK NUMBER:

Brief Title: 2016 Bond Resolution No. 3

Title: Adopt a Resolution authorizing Requisition No. 3 from the Project Fund Construction Account in connection with certain loan agreement, dated as of August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Type: Resolution

Drafter: Marie Harris

In Control: City Council

Reference: Lamar Rutland

Attachments: 2016 Bond Resolution No. 3

File Created: 03/13/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. 3 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 3 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on August 18, 2016 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$25,000,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of August 18, 2016, by and between the Mississippi Development Bank and the City (the "Loan Agreement").

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 3 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$ 60,827.50 for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. 3 from the Project Fund Construction Account under the Loan in the total aggregate amount of **Sixty Thousand Eight Hundred Twenty-Seven & 50/100 dollars (\$ 60,827.50)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No. 3 in the total aggregate amount of **Sixty Thousand Eight Hundred Twenty-Seven & 50/100 dollars (\$ 60,827.50)** as authorized herein, as more particularly described in Exhibit A.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed for and on behalf of the City to take any and all action as may be required by the City to carry out and give effect to the aforesaid documents authorized pursuant to this Resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Resolution in order to evidence the authority.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **21st day of March, 2017.**

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **21st day of March, 2017.**

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$25,000,000.00 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2016 Bonds") secured by \$25,000,000.00 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated August 18, 2016 (the "Series 2016 Note").

TO: Regions Bank
400 West Capitol, 7th Floor
Little Rock, AR 72201
ATTN: Corporate Trust Department

REQUISITION NO.: 3

DATE OF REQUISITION: 3/21/2017

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Shows, Dearman, Waits, Inc. 301 Second Ave Hattiesburg, MS 39403-1711	093695.7220.62	\$ 2,572.50	19531	Lake Forgetful Road Period: February 1 - February 25, 2017 MB: 2011-4/89-110 SDW #11209
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.63	\$ 17,600.00	19533	Infrastructure Improvements at 30th & Chevy Chase Period: February 1 - February 25, 2017 MB: 2016-289 SDW #11241
3	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.70	\$ 32,442.50	19526	Sewer Improvements Ph VIII - Camp St. Area Period: February 1 - February 25, 2017 MB 2011-4/89-110 SDW #1273-S010
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.54	\$ 8,212.50	19545	Sewer Improvements Ph V Period: February 1 - February 25, 2017 MB 2012-1/413 SDW #1273-S005

\$ 60,827.50



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

March 1, 2017
Project No: 11209
Invoice No: 19531

Project Manager Shea McNease
Project 11209 Lake Forgetful Road
Professional Services from February 1, 2017 to February 25, 2017
Professional Personnel

	Hours	Rate	Amount
AUTO CAD TECHNICIAN			
Smith, Larry	2.00	105.00	210.00
PROJECT ENGINEER			
McNease, Shea	13.50	175.00	2,362.50
Totals	15.50		2,572.50
Total Labor			2,572.50
Total this Invoice			\$2,572.50

Outstanding Invoices

Number	Date	Balance
19464	1/5/2017	54,935.00
19510	2/3/2017	1,627.50
Total		56,562.50

Total Now Due \$59,135.00

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

093695. 7220. 02
2011-4/89-110
LR



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

March 1, 2017
Project No: 11241
Invoice No: 19533

Project Manager Shea McNease

Project 11241 Infrastructure Improvements at 30th Ave & Chevy Chase

Professional Services from February 1, 2017 to February 25, 2017

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Phase Services	88,000.00	100.00	88,000.00	70,400.00	17,600.00
Construction Phase Services	77,000.00	0.00	0.00	0.00	0.00
Total Fee	165,000.00		88,000.00	70,400.00	17,600.00
Total Fee					17,600.00
Total this Invoice					\$17,600.00

Outstanding Invoices

Number	Date	Balance
19440	1/5/2017	11,112.50
19507	2/3/2017	53,862.50
Total		64,975.00

Total Now Due \$82,575.00

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

093695.722.63
2016-209
LR



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

March 1, 2017
Project No: 1273-S010
Invoice No: 19526

Project Manager John Weeks

Project 1273-S010 ComSWIP Sewer Phase VIII - Camp St. Area

Professional Services from February 1, 2017 to February 25, 2017

Professional Personnel

	Hours	Rate	Amount
CADD TECHNICIAN I			
Sullivan, Richard	25.00	105.00	2,625.00
CAD TECHNICIAN II			
Trahan, Beau	72.00	90.00	6,480.00
ENGINEERING INTERN			
Thomas, Louis	10.00	105.00	1,050.00
FIELD CREW			
Crew, Field	122.50	175.00	21,437.50
PROJECT ENGINEER			
Sellers, Bennie	1.00	150.00	150.00
Weeks, John	4.00	175.00	700.00
Totals	234.50		32,442.50
Total Labor			32,442.50

Total this Invoice \$32,442.50

Outstanding Invoices

Number	Date	Balance
19396	11/30/2016	5,232.50 *
19431	1/5/2017	14,980.00
19483	2/1/2017	19,135.00
Total		39,347.50

Total Now Due \$71,790.00

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

093695.7220.70
2011-4/89-110 LR



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

March 1, 2017
Project No: 1273-S005
Invoice No: 19545

Project Manager Kyle Wallace
Project 1273-S005 ComSWIP Sewer Phase V
Professional Services from February 1, 2017 to February 25, 2017

Phase	DD	Phase V - Design Services			
Professional Personnel			Hours	Rate	Amount
CADD TECHNICIAN I					
Sullivan, Richard			35.00	105.00	3,675.00
CAD TECHNICIAN II					
Trahan, Beau			2.00	90.00	180.00
GRADUATE ENGINEER					
Riley, Ivy			1.50	105.00	157.50
PROJECT ENGINEER					
Wallace, Kyle			24.00	175.00	4,200.00
Totals			62.50		8,212.50
Total Labor					8,212.50
			Total this Phase		\$8,212.50
			Total this Invoice		\$8,212.50

Outstanding Invoices

Number	Date	Balance		
19413	12/1/2016	18,987.50		
19441	1/5/2017	18,300.00		
19499	2/2/2017	4,645.00		
Total		41,932.50		
			Total Now Due	\$50,145.00

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

093695.7220.54
2012-1/413
LR



City of Hattiesburg
2016 Sewer & Water Bond
Summary of Payments
3/13/2017

Project Name	Payments by Project This Requisition	Payments to Date
Infrastructure Improvements at 30th & Chevy Chase	17,600.00	82,575.00
Lake Forgetful Road	2,572.50	59,135.00
Sewer Improvements Ph V	8,212.50	50,145.00
Sewer Improvements Ph VIII	32,442.50	71,790.00
Sewer Improvements Ph X		2,187.50
Grand Total	60,827.50	265,832.50

Hattiesburg, Mississippi does hereby certify to Regions Bank, as trustee in respect to the referenced Bonds (the Trustee”):

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Series 2016 Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of August 18, 2016 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Series 2016 Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____

Title: Mayor or City Clerk
(Authorized City Representative)

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-300

MEETING DATE: 03/21/2017

MINUTE BOOK NUMBER:

Brief Title: Declare and approve a sole source purchase coverin

Title: Declare and approve a sole source purchase covering rental election equipment and related services for the upcoming municipal election(s), as provided for in MS Code Section 31-7-13(m) (viii), based on information in the attached memorandum; authorize Mayor to execute, in duplicate, rental agreement with Election Systems and Software, Inc.

Type: Action Item

Drafter: Kermas Eaton

In Control: City Council

Reference:

Attachments: ES&S Agreement, Sole Sorce memo

File Created: 03/11/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File



January 9th, 2017

Re: Municipal Election Support

Quote # - ESS-675

Kermas Eaton (City Clerk)

City of Hattiesburg

PO Box 1898, 39403

200 Forest Street

Hattiesburg, MS 39401

Phone: 601-545-4602

Fax: 601-584-4892

e-mail: keaton@hattiesburgms.com

Dear Mr. Myers

ES&S is pleased to offer to you the following pricing for your 2017 Municipal Election Support.

May 2nd, 2017 Municipal Election Support

6 Days of Technician Support @ \$787/per day - \$4,722.00

Delivery and Rental of (75) TSX machines and peripherals - \$11,625.00

- Includes Voter Access Cards, paper, Supervisor Cards, Administrator Cards, encoders, headphones, TSX cards, seals, etc....

Database Coding Support - \$1,275.00

Total - \$17,622.00

Ballot Pricing - \$0.30/each, plus shipping and handling

May 16th, 2017 Municipal Election Runoff Support

5 Days of Technician Support @ \$787/per day - \$3,935.00

Database Coding Support - \$1,000.00

TSX Rental - Included

Total - \$4,935.00

Ballot Pricing - \$0.30/each, plus shipping and handling

June 6th, 2017 Municipal Election Support

5 Days of Technician Support @ \$787/per day - \$4,722.00

Delivery and Rental of (75) TSX machines and peripherals - \$11,625.00

- Includes Voter Access Cards, paper, Supervisor Cards, Administrator Cards, encoders, headphones, TSX cards, seals, etc....

Database Coding Support - \$1,275.00

Total - \$16,835.00

Ballot Pricing - \$0.30/each, plus shipping and handling

Considerations that impact pricing:

1. Pricing is valid for 60 days.
2. A rental agreement will need to be signed prior to delivery of equipment.
3. Price includes all travel and expenses.
4. All Sales, Services and Licenses are subject and bound to the terms and conditions of ES&S.

"Maintaining Voter Confidence. Enhancing the Voting Experience."

11208 John Galt Boulevard • Omaha, NE 68137 USA • Phone: 402.593.0101 • Toll-Free: 1.800.247.8683 • Fax: 402.593.8107 • www.essvote.com



Thank you again for the opportunity to quote your Municipal Election Support. We would ask that you please approve this proposal by signing and returning so that we can secure the necessary resources needed to support this service. Please feel free to call with any questions you might have pertaining to this proposal.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Bill Lowe'.

Bill Lowe
Election Systems & Software
Account Manager - State of Mississippi
5738 Hwy 80 West Suite C
Jackson, MS 39209
Phone - 601-922-2476
Cell - 601-497-4769
Fax - 601-922-8475

Election Official Approval

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Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Mary Dryden

Council - Ward 5

Henry Naylor

TO: Mayor and City Council Members

FROM: Kermas Eaton, Director of Administration/ City Clerk

March 10, 2017

RE: Sole Source request for rental of election equipment.

I wish to request approval of a Sole Source Declaration covering rental of equipment and related services for the upcoming municipal election for the Mayor and City Council. Provisions covering this purchase are provided for in Section 31-7-13(m) (viii) of the Mississippi Code of 1972.

The City has decided to use the TSX touch screen voting devices supplied to counties and municipalities in Mississippi by Election Systems & Software (ES&S). The paper ballot used in conjunction with touch screen machines for absentee and affidavit voting is an optical scan ballot supplied by ES&S. This paper ballot is the same ballot that has been used by the city for elections since 1997. Ballots are purchased under the provisions of Section 31-7-13(m) (xvi) of the Mississippi Code of 1972. The optical scan ballot supplied by this company cannot be used on any other system except an ES&S model scanner.

Enclosed is a rental agreement with ES&S for rental of TSX touch screen machines and related equipment and services. The price includes a technician on site at City Hall for testing and operation of the equipment, and for any additional technical support needed during the elections.

Please let me know if further information is needed.

Sincerely,

Kermas Eaton, City Clerk



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-304

MEETING DATE: 03/21/2017

MINUTE BOOK NUMBER:

Brief Title: Approve Final Payment to DNA Underground, LLC.

Title: Approve Payment Application No. 8 and Final Payment to DNA Underground, LLC in the amount of \$13,968.28 for construction services for the 2015 Water System Improvements project; Approve final acceptance of said project; and Authorize publication of Final Settlement of said project.

Type: Action Item

Drafter: Marie Harris

In Control: City Council

Reference: Lamar
Rutland

Attachments: Notice of Final Settlement, Closing Documents, Final Pay
Application No. 8

File
Created: 03/13/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication
Information:

History of Legislative File

NOTICE OF FINAL SETTLEMENT

NOTICE is hereby given that the contract between the City of Hattiesburg, Mississippi, as Owner and DNA Underground, LLC dated December 8th, 2015, for the 2015 Water System Improvements project, as per approved plans and specification on file in the City Clerk's Office, has been fully and completely performed and exercised, and that final settlement thereof and thereunder will be made.

THIS NOTICE is given pursuant to and under the terms and provisions of Section 31-5-53, Mississippi Code of 1972, annotated as amended and pursuant to the authority conferred by Order of the Mayor and City Council of Hattiesburg, Mississippi, appearing for record upon and as part of the official minutes of said City of Hattiesburg.

WITNESS my signature and the official seal of said City, on this the 21st day of March, 2017,
A.D.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(S E A L)

Publish (1) Tuesday, March 28th, 2017
Return PROOF to City Clerk's Office
P O Box 1898
Hattiesburg, MS 39403



Engineering Progress

March 10, 2017

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

Attn: Lamar Rutland, P.E.

Re: 2015 Water System Improvement

Dear Mr. Rutland:

This is to certify the above referenced project has been completed in accordance with the previously approved plans and specifications.

Enclosed are the following documents:

1. The final estimate no. 8 for the contractor in the amount of \$13,968.28
2. Contractor's Affidavit of Release of Liens
3. Consent of Surety to final Payment
4. Warranty Letter

Please do not hesitate to contact me should you have questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shea McNease', enclosed within a large, loopy blue oval.

Shea McNease, P.E.
Project Engineer

/aa

enclosures

Contractor's Affidavit of Release of Liens

AND

Waiver of Lien

Project / Owner

Project: 2015 Water Improvements Project

Address:

Hattiesburg MS 39403
City State Zip Code

Owner: City of Hattiesburg

State of: Mississippi

County of: Forest

Contractor

Name: DNA Underground, LLC

Address: 16101 S Swan Road

Gulfport MS 39503
City State Zip Code

Contractor License: 20907-SC

Contract Date: 12 / 8 / 2015

TO ALL IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with the said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of Thirteen thousand, nine-hundred, sixty-eight dollars and twenty-eight cents.

Dollars (\$13,968.28) constitutes the entire **unpaid** balance due the undersigned in connection with the said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with the said contract or project.

Dated this 2 day of March 2017

DNA Underground, LLC
Contractor

By: 

Title: Owner

Witness to Signature:



Michele Gillihan / Project Administrator

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

Bond No. 1001055446

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

TO OWNER:

(Name and address)

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

PROJECT:

(Name and address)

2015 Water Improvements Project

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Same as Below

CONTRACT DATED: December 8, 2015

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040

, SURETY,

on bond of

(Insert name and address of Contractor)

DNA Underground LLC
16101 S. Swan Road
Gulfport, MS 39503

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to

(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: March 6, 2017

(Insert in writing the month followed by the numeric date and year.)

Attest:

(Seal):

Brody Buckley

U.S. Specialty Insurance Company

(Surety)

By:

(Signature of authorized representative)

Stephen Wesley Price, Jr. Attorney-in-Fact

(Printed name and title)

Resident MS Agent Bottrell Insurance



TOKIO MARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint: **Stephen Wesley Price, Jr.**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on its behalf:

Surety Bond Number: 1001055446 Amount of Bond: See Bond Form
Principal: DNA Underground LLC
Obligee: City of Hattiesburg, MS

This Power of Attorney shall expire without further action on December 20th, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles SS:



By: 
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of December 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 6th day of March, 2017.

Corporate Seals




Kio Lo, Assistant Secretary

HCCSPOACONSOLEBONDSP2016.08

Contractor's Guarantee and Warranties

Project / Owner

Project: 2015 Water Improvements

Owner: City of Hattiesburg

Address: PO Box 1898

Hattiesburg MS 39403

City State Zip Code

State of: Mississippi

County of: Harrison

Contractor

Name: DNA Underground, LLC

Address: 16101 S Swan Rd

Guilford MS 39503

City State Zip Code

Begin Warranty Date: 9/16/16

End Warranty Date: 9/16/17

TO OWNER:

The undersigned hereby certifies that DNA Underground, LLC does hereby guarantee all work performed on the above captioned Contract to be free from defective materials and workmanship for a period of (1) year or such longer period of time as may be called for in the Contract Documents for such portions of the work.

By: D. Gartman

Dustin Gartman, Owner

State of: Mississippi County of: Harrison

Subscribed and sworn to before me this 2 day of March ~~2016~~ 2017

Notary Public: Lisa Hartley

My Commission Expires: 3/10/20



Contractor's Guarantee and Warranties

Project / Owner

Project: 2015 Water Improvements - Site #1

Owner: City of Hattiesburg

Address: P.O. Box 1898

Hattiesburg MS 39403

City

State

Zip Code

Contractor

Name: DNA Underground, LLC

Address: 16101 S Swan Rd
Gulfport MS 39503

City

State Zip Code

State of: Mississippi

County of: Harrison

Begin Warranty Date: 9/16/16

End Warranty Date: 9/16/18

TO OWNER:

The undersigned hereby certifies that DNA Underground, LLC does hereby guarantee all work performed on the above captioned Contract to be free from defective materials and workmanship for a period of (2) year or such longer period of time as may be called for in the Contract Documents for such portions of the work.

By: D. Gartman

Dustin Gartman, Owner

State of: Mississippi

County of: Harrison

Subscribed and sworn to before me this 7 day of March ~~2016~~ 2017

Notary Public: Lisa Hartley

My Commission Expires: 3/10/20



SHOWS, DEARMAN & WAITS, INC. - CONSULTING ENGINEERS -

Date: February 14, 2017

Project: Comp. 2015 Water Improvements
City of Hattiesburg
Contractor: DNA Underground, LLC

Pay Estimate No.: Eight (8) and Final

Pay Period:

Item No.	Item Description	Total Quantities				Unit	Price	Amount
		Quantity	Allowed This Period	Allowed To Date	Unit			
CONTRACT TOTAL: \$545,510.00								
Site 1 - Brooklane Drive & S 17th Avenue								
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	40			LF	\$20.00	\$	-
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	570		561.00	LF	\$22.00	\$	12,342.00
3	8" Class 350 Ductile Iron Water Pipe (Open Cut)	365		356.00	LF	\$28.00	\$	9,968.00
4	Connection: Proposed 8" Water Line to Proposed 6" Water Line (Reducer)	1		1.00	Each	\$1,000.00	\$	1,000.00
5	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & Other Fittings)	1		1.00	Each	\$2,000.00	\$	2,000.00
6	6" Gate Valve	2		2.00	Each	\$800.00	\$	1,600.00
7	8" Gate Valve	1		1.00	Each	\$1,200.00	\$	1,200.00
8	Blow-Off Valve w/ Appurtenances (Incl. Tee, Valve, Pipe & other fittings)	1			Each	\$2,000.00	\$	-
9	Service Tubing (Bored) (Size Varies to 1 1/2")	153		144.00	LF	\$10.00	\$	1,440.00
10	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	11		12.00	Each	\$300.00	\$	3,600.00
11	Concrete Pavement Repair (All Depths)	45		47.34	SY	\$45.00	\$	2,130.30
12	Asphalt Pavement Repair (All Depths)	44		104.36	SY	\$45.00	\$	4,696.20
13	Concrete Sidewalk Repair	10		16.78	SY	\$45.00	\$	755.10
14	Temporary Erosion Control	1		1.00	Lump Sum	\$1,800.00	\$	1,800.00
15	Grassing	1		1.00	Lump Sum	\$2,000.00	\$	2,000.00
16	Mobilization	1		1.00	Lump Sum	\$6,500.00	\$	6,500.00
17	Maintenance of Traffic	1		1.00	Lump Sum	\$1,000.00	\$	1,000.00
	Sub Total (Site 1)						\$	-
	Site 2 - S 16th Avenue						\$	-
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	2,615		2317.00	LF	\$22.00	\$	50,974.00
2	Connection: Proposed 6" Water Line to Existing 10" Water Line (Hot Tap w/ Valve)	1		1.00	Each	\$3,500.00	\$	3,500.00
3	Connection: Proposed 6" Water Line to Existing 6" Water Line (Tee)	4		2.00	Each	\$2,500.00	\$	5,000.00
4	Connection: Proposed 6" Water Line to Existing 10" Water Line (Tee)	2		2.00	Each	\$1,500.00	\$	3,000.00
5	Connection: Proposed 6" Water Line to Existing 8" Water Line (Hot Tap w/ Valve)	1		1.00	Each	\$3,300.00	\$	3,300.00
6	6" Gate Valve	6		6.00	Each	\$800.00	\$	4,800.00
7	10" Gate Valve	2		2.00	Each	\$1,650.00	\$	3,300.00
8	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	1		3.00	Each	\$3,500.00	\$	10,500.00
9	Service Tubing (Bored) (Size Varies to 1 1/2")	840		826.00	LF	\$10.00	\$	8,260.00
10	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	45		45.00	Each	\$300.00	\$	13,500.00
11	Concrete Pavement Repair (All Depths)	163		220.04	SY	\$45.00	\$	9,901.80
12	Asphalt Pavement Repair (All Depths)	401		318.90	SY	\$45.00	\$	14,350.50
13	Concrete Sidewalk Repair	15		25.80	SY	\$45.00	\$	1,161.00
14	Concrete Curb & Gutter Repair (All Types)	25		12.00	LF	\$20.00	\$	240.00
15	Temporary Erosion Control	1		1.00	Lump Sum	\$2,000.00	\$	2,000.00
16	Grassing	1		1.00	Lump Sum	\$2,000.00	\$	2,000.00
17	Mobilization	1		1.00	Lump Sum	\$10,000.00	\$	10,000.00
18	Maintenance of Traffic	1		1.00	Lump Sum	\$2,000.00	\$	2,000.00
	Sub Total (Site 2)						\$	-
	Site 3 - S 15th Avenue						\$	-
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	660		677.00	LF	\$22.00	\$	14,894.00
2	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve)	2		4.00	Each	\$2,500.00	\$	10,000.00
3	Service Tubing (Bored) (Size Varies to 1 1/2")	122		130.00	LF	\$10.00	\$	1,300.00
4	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	8		8.00	Each	\$300.00	\$	2,400.00
5	Concrete Pavement Repair (All Depths)	66		68.80	SY	\$45.00	\$	3,096.00
6	Asphalt Pavement Repair (All Depths)	30		90.30	SY	\$45.00	\$	4,063.50
7	Concrete Curb & Gutter Repair (All Types)	241		33.00	LF	\$20.00	\$	660.00
8	Concrete Sidewalk Repair	21		7.30	SY	\$45.00	\$	328.50
9	Temporary Erosion Control	1		1.00	Lump Sum	\$1,200.00	\$	1,200.00
10	Grassing	1		1.00	Lump Sum	\$1,200.00	\$	1,200.00

Item No.	Item Description	Total Quantities			Unit	
		Quantity On Contract	Allowed This Period	Allowed To Date	Unit	Price Amount
11	Mobilization	1		1.00	Lump Sum	\$ 5,000.00
12	Maintenance of Traffic	1		1.00	Lump Sum	\$ 1,000.00
	Sub Total (Site 3)					\$ -
	Site 4 - S 14th Avenue					\$ -
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	630		675.00	LF	\$ 14,850.00
2	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve)	1		2.00	Each	\$ 8,000.00
3	Connection: Proposed 6" Water Line to Existing 6" Water Line (Straight)	1		0.00	Each	\$ -
4	Service Tubing (Bored) (Size Varies to 1 1/2")	141		169.00	LF	\$ 1,690.00
	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	7		13.00	Each	\$ 3,900.00
6	Concrete Pavement Repair (All Depths)	29		23.70	SY	\$ 1,066.50
7	Asphalt Pavement Repair (All Depths)	127		188.60	SY	\$ 8,487.00
8	Concrete Sidewalk Repair	14		42.20	SY	\$ 1,899.00
9	Concrete Curb & Gutter Repair (All Types)	37		29.00	LF	\$ 560.00
10	Temporary Erosion Control	1		1.00	Lump Sum	\$ 1,200.00
11	Grassing	1		1.00	Lump Sum	\$ 1,200.00
12	Mobilization	1		1.00	Lump Sum	\$ 5,000.00
13	Maintenance of Traffic	1		1.00	Lump Sum	\$ 1,500.00
	Sub Total (Site 4)					\$ -
	Site 5 - S 13th Avenue (South of Camp Street)					\$ -
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,330		1315.00	LF	\$ 28,930.00
2	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve)	2		2.00	Each	\$ 6,000.00
3	Connection: Proposed 6" Water Line to Existing 6" Water Line (Tee)	2		2.00	Each	\$ 5,000.00
4	6" Gate Valve	4		2.00	Each	\$ 1,600.00
5	Service Tubing (Bored) (Size Varies to 1 1/2")	385		387.00	LF	\$ 3,870.00
	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	25		28.00	Each	\$ 8,400.00
7	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1			Each	\$ 1,000.00
8	Concrete Pavement Repair (All Depths)	38		67.30	SY	\$ 3,028.50
9	Asphalt Pavement Repair (All Depths)	258		168.50	SY	\$ 5,055.00
10	Concrete Sidewalk Repair	12		11.80	SY	\$ 531.00
	Temporary Erosion Control	1		1.00	Lump Sum	\$ 2,000.00
12	Grassing	1		1.00	Lump Sum	\$ 2,000.00
13	Mobilization	1		1.00	Lump Sum	\$ 8,000.00
14	Maintenance of Traffic	1		1.00	Lump Sum	\$ 2,000.00
	Sub Total (Site 5)					\$ -
	Site 6 - S 13th Ave (Btw Concart & Hardy Sts)					\$ -
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	660		673.00	LF	\$ 14,806.00
2	6" Water Line (Hot Tap w/ Valve Assembly)	2		2.00	Each	\$ 6,000.00
3	Connection: Proposed 6" Water Line to Existing 4" Water Line (Tee & other fittings)	1			Each	\$ -
4	Service Tubing (Bored) (Size Varies to 1 1/2")	190		225.00	Each	\$ 2,250.00
	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	11		11.00	Each	\$ 3,300.00
6	Concrete Pavement Repair (All Depths)	32		43.00	SY	\$ 1,935.00
7	Asphalt Pavement Repair (All Depths)	31		27.30	SY	\$ 1,228.50
8	Concrete Curb & Gutter Repair (All Types)	43		34.00	LF	\$ 680.00
9	Concrete Sidewalk Repair	5		8.90	SY	\$ 400.50
10	Temporary Erosion Control	1		1.00	Lump Sum	\$ 1,200.00
11	Grassing	1		1.00	Lump Sum	\$ 1,200.00
12	Mobilization	1		1.00	Lump Sum	\$ 5,000.00
13	Maintenance of Traffic	1		1.00	Lump Sum	\$ 1,000.00
	Sub Total (Site 6)					\$ -
	Site 7 - S 12th Avenue					\$ -
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,350		1348.00	LF	\$ 29,656.00
2	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	2		2.00	Each	\$ 7,000.00
3	Connection: Proposed 6" Water Line to Existing 6" Water Line (Tee)	2		2.00	Each	\$ 4,000.00
4	6" Gate Valve	4		4.00	Each	\$ 3,200.00
	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	2		2.00	Each	\$ 7,000.00
6	Service Tubing (Bored) (Size Varies to 1 1/2")	294		332.00	LF	\$ 3,320.00

Item No.	Item Description	Total Quantities			Unit	Price	Amount
		Quantity On Contract	Allowed This Period	Allowed To Date			
7	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	20		23	Each	\$300.00	\$ 6,900.00
8	Concrete Pavement Repair (All Depths)	66		72.10	SY	\$45.00	\$ 3,244.50
9	Asphalt Pavement Repair (All Depths)	152		168.60	SY	\$30.00	\$ 5,058.00
10	Concrete Curb & Gutter Repair (All Types)	34		58.10	LF	\$20.00	\$ 1,162.00
11	Concrete Sidewalk Repair	33		30.10	SY	\$45.00	\$ 1,354.50
12	Temporary Erosion Control	1		1.00	Lump Sum	\$1,500.00	\$ 1,500.00
13	Grassing	1		1.00	Lump Sum	\$1,500.00	\$ 1,500.00
14	Mobilization	1		1.00	Lump Sum	\$6,000.00	\$ 6,000.00
15	Maintenance of Traffic	1		1.00	Lump Sum	\$1,000.00	\$ 1,000.00
	Sub Total (Site 7)						\$ -
	Site 8 - Camp Street						\$ -
1	6" Class 350 Ductile Iron Water Pipe (Open Cut) Connection: Proposed 6" Water Line to Existing 6" Water Line (Straight Connection and Other Fittings)	340		340.00	LF	\$22.00	\$ 7,480.00
2		1		1.00	Each	\$2,500.00	\$ 2,500.00
3	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$3,500.00	\$ 3,500.00
4	6" Gate Valve	1		1.00	Each	\$800.00	\$ 800.00
5	Concrete Pavement Repair (All Depths)	5		14.80	SY	\$50.00	\$ 740.00
6	Asphalt Pavement Repair (All Depths)	24		19.80	SY	\$45.00	\$ 882.00
7	Concrete Curb & Gutter Repair (All Types)	5		8.50	LF	\$30.00	\$ 255.00
8	Concrete Sidewalk Repair	4		5.10	SY	\$50.00	\$ 255.00
9	Temporary Erosion Control	1		1.00	Lump Sum	\$1,200.00	\$ 1,200.00
10	Grassing	1		1.00	Lump Sum	\$1,200.00	\$ 1,200.00
11	Mobilization	1		1.00	Lump Sum	\$5,000.00	\$ 5,000.00
12	Maintenance of Traffic	1		1.00	Lump Sum	\$1,000.00	\$ 1,000.00
	Sub Total (Site 8)						\$ -
	Site 9 - Thompson Street						\$ -
1	6" Class 350 Ductile Iron Water Pipe (Open Cut) Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	680		684.00	LF	\$22.00	\$ 15,048.00
2		2		2.00	Each	\$3,500.00	\$ 7,000.00
3	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	1		1.00	Each	\$3,500.00	\$ 3,500.00
4	Service Tubing (Bored) (Size Varies to 1 1/2")	123		160.00	LF	\$10.00	\$ 1,600.00
5	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	3		4.00	Each	\$300.00	\$ 1,200.00
6	Asphalt Pavement Repair (All Depths)	26		57.75	SY	\$45.00	\$ 2,598.75
7	Concrete Curb & Gutter Repair (All Types)	19		16.00	LF	\$25.00	\$ 400.00
8	Concrete Sidewalk Repair	5		9.10	SY	\$45.00	\$ 409.50
9	Brick Pavers Repair (Remove & Reset)	15		23.20	SY	\$100.00	\$ 2,320.00
10	Temporary Erosion Control	1		1.00	Lump Sum	\$1,000.00	\$ 1,000.00
11	Grassing	1		1.00	Lump Sum	\$1,200.00	\$ 1,200.00
12	Mobilization	1		1.00	Lump Sum	\$5,000.00	\$ 5,000.00
13	Maintenance of Traffic	1		1.00	Lump Sum	\$1,000.00	\$ 1,000.00
	Sub Total (Site 9)						\$ 558,731.15

Total Earned - Regular Work	\$ 558,731.15
Less 2.5% Retainage	
Stored Materials	\$ -
Total Due - Regular Work	\$ 558,731.15
Less Previous Payments	\$ 544,762.87
Net Amount Due This Estimate	\$ 13,968.28
Less Deductions	\$ -
Net Payment Due	\$ 13,968.28

Percent Complete: 102%
Time Elapsed to date: 130%

CERTIFIED-CORRECT:

Shawn Bearman & Walts, Inc.
Project Engineer

APPROVED:

OWNER



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-319

MEETING DATE: 03/21/2017

MINUTE BOOK NUMBER:

Brief Title: Reinstate budgeted funding for Senior Planner position

Title: Approve or deny to reinstate budgeted funding for Senior Planner position, per request in attached memorandum.

Type: Action Item

Drafter: Ginger Maddox

In Control: City Council

Reference:

Attachments: Memo - Senior Planner Position

File Created: 03/15/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File



Department of Urban Development

Pattie Brantley,
AICP, Director
601.545.4609 or pbrantley@hattiesburgms.com

MEMORANDUM

TO: Hattiesburg City Council
CC: Administration
FROM: Ginger Maddox, Planning Division Manager
DATE: March 14, 2017
SUBJECT: **Justification letter to reinstate Senior Planner Position, Planning Division**

To whom it may concern,

The Planning Division would like to request the reinstatement of the Senior Planner position as approved in the 2017 Annual Budget. The position was not filled within 90 days of the creation of the position and was lost due to applicable regulations. The position was not filed within 90 days because of the work load due to previously existing staffing shortages and major projects within the Division (including the adoption of the proposed Land Development Code) that prevented me from designing/authoring the job description and preparing the office for a new position in a timely manner.

During the 90 days following the approval, I was focused largely on filling an existing vacant planner position which took longer than expected to fill. The position was finally filled on January 23rd, immediately after the January 21st tornado. The Tornado event took a considerable amount of staff time. I have now prepared the Division workload and job description for this much needed new position and am ready to hire a Senior Planner.

If you have any questions please contact my office at 601-545-4599.



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-322

MEETING DATE: 03/21/2017

MINUTE BOOK NUMBER:

Brief Title: Reinstate Funding for Deputy Clerk of Council Position

Title: Approve or deny to reinstate funding for Deputy Clerk of Council Position, per request in attached memorandum.

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments: MEMO - Request Re-funding Deputy Clerk of Council Position

File Created: 03/15/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File



Mayor

Johnny L. DuPree, Ph.D.

Council- Ward 1

Kim Bradley

Council -Ward 2

Deborah Denard Delgado

Council -Ward 3

Carter Carroll

Council -Ward 4

Mary Dryden

Council- Ward 5

Henry Naylor

DATE: March 15, 2017

TO: City Council

FROM: Debbie Bernardo, Clerk of Council

RE: Reinstatement of Funds, Deputy Clerk of Council Position

Would you please consider reinstating funds for the additional deputy clerk of council position that was de-funded recently? I interviewed numerous applicants and narrowed the choices down to three, but was unable to make an offer before time ran out.

My apologies for not handling the hiring within the allotted time. I wanted to be fair and interview as many applicants as reasonable, and this proved to be more time-consuming than expected.

Thank you.



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-309

MEETING DATE: 03/21/2017

MINUTE BOOK NUMBER:

Brief Title: Approve and Authorize Mayor to execute contract with C.B. Developers, Inc. for COMSWIP Water Phase IV Project

Title: Approve and Authorize Mayor to execute, in quadruplicate, contract between the City of Hattiesburg and C.B. Developers, Inc. for construction services for the COMSWIP Water Improvements Phase IV-Miscellaneous Connections Project in the amount of \$271,676.78.

Type: Action Item

Drafter: Marie Harris

In Control: City Council

Reference: Lamar Rutland

Attachments: Contract

File Created: 03/13/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

**COMPREHENSIVE WATER IMPROVEMENTS PHASE IV
MISCELLANEOUS CONNECTIONS**

FOR THE

**CITY OF HATTIESBURG
FORREST COUNTY
MISSISSIPPI**

NOVEMBER 2016



PREPARED BY:

**SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI
(601) 544-1821**

ADDENDUM No. 1
to the
CONTRACT DOCUMENTS and SPECIFICATIONS
for the
COMSWIP Water Improvements Phase IV – Miscellaneous Connections

CITY of HATTIESBURG

The following attached modifications are to be made to the specifications and contract documents for the above captioned project:

- CHANGE No. 1 -** The HDPE Dimension Ratio shall be "DR - 9" as called for in the Plan Documents.
- CHANGE No. 2-** For Site 3, the 20" Steel Casing required shall be Open Cut and spanned across the ditch. Replacement of rip rap is also required and included in the Bid Proposal.
- CHANGE No. 3 -** 20 S.Y. of Asphalt Pavement Repair (All Depths) shall be added to EACH of the following sites in the Plan Documents: Site 4, Site 6 and Site 7.
- CHANGE No. 4 -** For Site 3, an existing 12" broken valve shall be removed and replaced with 12" DI pipe material and necessary fittings. An Insert-A-Valve shall be installed as noted, see Addendum No. 1 attached.

SHOWS, DEARMAN & WAITS, INC.

CITY OF HATTIESBURG

by:

Kyle D. Wallace, P.E.

by:

Kermas Eaton, City Clerk

Dated this 9th day of January, 2017

**The receipt of this Addendum shall be indicated by signature on the line below.
A signed copy of the Addendum shall accompany the Bid Proposal.**

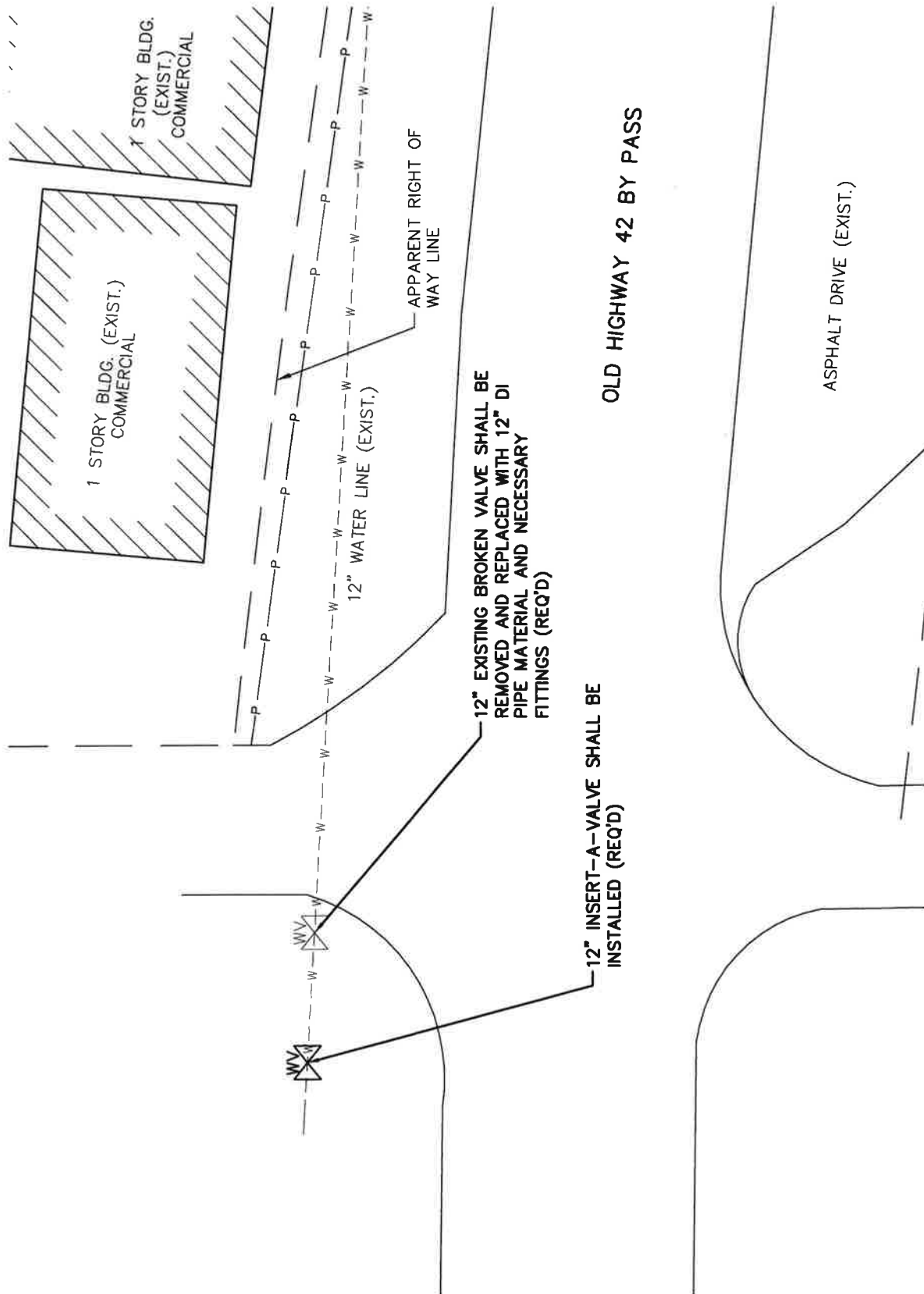
Contractor: C.B. Developers, Inc.

Signature: [Signature]

Title: Project Manager



Engineering Progress



ADDENDUM No. 1 - SITE 3

(SCALE 1" = 20')

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Work Order, and to complete the work within 180 calendar days thereafter. The undersigned further agrees that the unit bid price quoted includes all items of work required or necessary for the accomplishment of the projected work. BIDDERS agree to perform all the work described in the CONTRACT DOCUMENTS for the following unit bid prices:

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Site 1 – Old Highway 42 By Pass					
	Water Pipe Items				
1.	8" Class 350 Ductile Iron Water Pipe (Open Cut)	1180	LF	34.01	40131.80
	Connection Items				
2.	Connection: Proposed 8" Water Line to Existing 8" Water Line	2	Each	2412.69	4825.38
3.	8" Gate Valve	1	Each	1070.88	1070.88
4.	2" Service Tap	4	Each	725.03	2900.12
	Miscellaneous Construction Items				
5.	Concrete Pavement Repair (All Depths)	85	SY	58.75	4993.75
6.	Asphalt Pavement Repair (All Depths)	100	SY	72.86	7286.00
7.	Concrete Curb & Gutter Repair (All Types)	10	LF	82.26	822.60
8.	Temporary Erosion Control	1	LS	3525.26	3525.26
9.	Grassing	1	LS	2056.40	2056.40
10.	Mobilization	1	LS	2937.72	2937.72
11.	Maintenance of Traffic	1	LS	3525.26	3525.26
SUB TOTAL (SITE 1):					74,075.17

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Site 2 – Old Highway 42 By Pass					
	Water Pipe Items				
1.	12" Class 350 Ductile Iron Water Pipe (Open Cut)	500	LF	54.62	27,310.00
	Connection Items				
2.	Connection: Proposed 12" Water Line to Existing 12" Gate Line	2	Each	1205.98	2411.96
3.	12" Gate Valve	2	Each	1971.80	3943.60
	Miscellaneous Construction Items				
4.	Driveway Repair (Class 4, Group B), LVM	35	CY	55.23	1933.05
5.	Trench Repair, Select Fill (Class 9 , Group C), LVM	60	CY	13.51	810.60
6.	Asphalt Pavement Repair (All Depths)	30	SY	99.88	2996.40
7.	Temporary Erosion Control	1	LS	587.54	587.54
8.	Grassing	1	LS	381.90	381.90
9.	Mobilization	1	LS	1762.63	1762.63
10.	Maintenance of Traffic	1	LS	1762.63	1762.63
SUB TOTAL (SITE 2):					43900.31

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Site 3 – Old Highway 42 By Pass					
Water Pipe Items					
1.	12" Class 350 Ductile Iron Water Pipe (Open Cut)	240	LF	55.44	13305.60
2.	20" Steel Casing (Open Cut)	100	LF	86.55	8655.00
Connection Items					
3.	Connection: Proposed 12" Water Line to Existing Water Line	2	Each	2323.15	4646.30
4.	12" Gate Valve	2	Each	1971.80	3943.60
5.	12" Insert-A-Valve	1	Each	15041.13	15041.13
Miscellaneous Construction Items					
6.	Rip Rap (Size 300)	20	SY	49.94	998.80
7.	Asphalt Pavement Repair (All Depths)	30	SY	99.88	2996.40
8.	Concrete Curb & Gutter Repair	10	LF	82.26	822.60
9.	Temporary Erosion Control	1	LS	587.54	587.54
10.	Grassing	1	LS	381.40	381.40
11.	Mobilization	1	LS	1762.63	1762.63
12.	Maintenance of Traffic	1	LS	1762.63	1762.63
SUB TOTAL (SITE 3):					54904.13

ADDENDUM No. 1

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Site 4 – Walnut Street					
	Water Pipe Items				
1.	6" 200 PSI, DR 9, HDPE Water Pipe (Directional Bore) (Incl. adapter fittings)	230	LF	36.96	8500.80
	Connection Items				
2.	Connection: Proposed 6" Water Line to Existing 4" Water Line	2	Each	2277.32	4554.64
3.	6" Gate Valve	2	Each	815.51	1631.02
	Miscellaneous Construction Items				
4.	Asphalt Pavement Repair (All Depths)	20	SY	99.88	1997.60
5.	Temporary Erosion Control	1	LS	1.18	1.18
6.	Grassing	1	LS	1.18	1.18
7.	Mobilization	1	LS	2937.72	2937.72
8.	Maintenance of Traffic	1	LS	2437.72	2437.72
SUB TOTAL (SITE 4):				21680.54	22,561.86 - AA

2937.72 - AA

22,561.86 - AA

ADDENDUM No. 1

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Site 5 – Katie Avenue					
	Water Pipe Items				
1.	6" 200 PSI, DR 9, HDPE Water Pipe (Directional Bore) (Incl. adapter fittings)	230	LF	36.96	8500.80
	Connection Items				
2.	Connection: Proposed 6" Water Line to Existing 4" Water Line	2	Each	2042.30	4084.60
3.	6" Gate Valve	2	Each	815.51	1631.02
	Miscellaneous Construction Items				
4.	Asphalt Pavement Repair (All Depths)	20	SY	99.88	1997.60
5.	Temporary Erosion Control	1	LS	1.18	1.18
6.	Grassing	1	LS	1.18	1.18
7.	Mobilization	1	LS	2937.72	2937.72
8.	Maintenance of Traffic	1	LS	1762.63	1762.63
SUB TOTAL (SITE 5):				20916.73	

ADDENDUM No. 1

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Site 6 – Arledge Street					
	Water Pipe Items				
1.	8" 200 PSI, DR 9, HDPE Water Pipe (Directional Bore) (Incl. adapter fittings)	230	LF	49.71	11433.30
	Connection Items				
2.	Connection: Proposed 8" Water Line to Existing 6" Water Line	2	Each	2457.11	4914.22
3.	8" Gate Valve	2	Each	1101.06	2202.12
4.	2" Service Tap	1	Each	725.03	725.03
	Miscellaneous Construction Items				
5.	Asphalt Pavement Repair (All Depths)	20	SY	94.88	1497.60
6.	Temporary Erosion Control	1	LS	1.18	1.18
7.	Grassing	1	LS	1.18	1.18
8.	Mobilization	1	LS	2437.72	2437.72
9.	Maintenance of Traffic	1	LS	2056.40	2056.40
SUB TOTAL (SITE 6):					26268.75

ADDENDUM No. 1

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Site 7 – Edwards Street					
Water Pipe Items					
1.	8" 200 PSI, DR 9, HDPE Water Pipe (Directional Bore) (Incl. adapter fittings)	260	LF	49.55	12883.00
Connection Items					
2.	Connection: Proposed 8" Water Line to Existing Water Line	2	Each	2457.11	4914.22
3.	8" Gate Valve	2	Each	1101.06	2202.12
Miscellaneous Construction Items					
4.	Asphalt Pavement Repair (All Depths)	20	SY	99.88	1997.60
5.	Temporary Erosion Control	1	LS	1.18	1.18
6.	Grassing	1	LS	1.18	1.18
7.	Mobilization	1	LS	2937.72	2937.72
8.	Maintenance of Traffic	1	LS	4112.81	4112.81
SUB TOTAL (SITE 7):				29,049.83	
PROJECT TOTAL					
SITE No. 1 - 7:				290,995.46	

271, 676.78 - AA

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

**COMPREHENSIVE WATER IMPROVEMENTS PHASE IV
MISCELLANEOUS CONNECTIONS**

FOR THE

**CITY OF HATTIESBURG
FORREST COUNTY
MISSISSIPPI**

NOVEMBER 2016

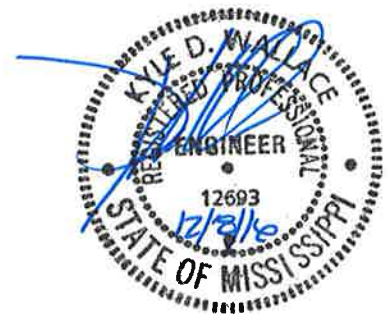


PREPARED BY:

**SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI
(601) 544-1821**

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ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 a.m. on January 12, 2017 in the City Clerk's Office in the City Hall at 200 Forrest Street of said City for furnishing the City's requirements for the following:

**COMPREHENSIVE WATER IMPROVEMENTS PHASE IV
MISCELLANEOUS CONNECTIONS
HATTIESBURG, MISSISSIPPI**

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., 301 Second Avenue, Hattiesburg, Mississippi, 39401, upon deposit of \$100.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

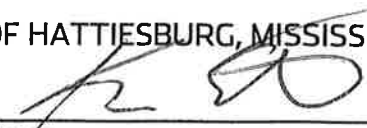
Each BID must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:
BID:

**COMPREHENSIVE WATER IMPROVEMENTS PHASE IV
MISCELLANEOUS CONNECTIONS
HATTIESBURG, MISSISSIPPI**

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 6th day of December A.D., 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 

Kermas Eaton, City Clerk

Publish on December 9, 2016 and December 16, 2016
City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403-1898

INFORMATION FOR BIDDERS

BIDS will be received by the CITY OF HATTIESBURG, MISSISSIPPI herein called the "OWNER", at City Hall until 10:00 a.m. on January 12, 2017, and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to City of Hattiesburg. Each sealed envelope containing a BID must be plainly marked on the outside as BID for COMPREHENSIVE WATER IMPROVEMENTS PHASE IV MISCELLANEOUS CONNECTIONS and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed addressed to the Owner at P. O. Box 1898, Hattiesburg, MS 39403

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible

BIDDERS. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the SUPPLEMENTAL GENERAL CONDITIONS.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, Hattiesburg, MS 39401.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Work Order, and to complete the work within 180 calendar days thereafter. The undersigned further agrees that the unit bid price quoted includes all items of work required or necessary for the accomplishment of the projected work. BIDDERS agree to perform all the work described in the CONTRACT DOCUMENTS for the following unit bid prices:

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Site 1 – Old Highway 42 By Pass					
	Water Pipe Items				
1.	8" Class 350 Ductile Iron Water Pipe (Open Cut)	1180	LF		
	Connection Items				
2.	Connection: Proposed 8" Water Line to Existing 8" Water Line	2	Each		
3.	8" Gate Valve	1	Each		
4.	2" Service Tap	4	Each		
	Miscellaneous Construction Items				
5.	Concrete Pavement Repair (All Depths)	85	SY		
6.	Asphalt Pavement Repair (All Depths)	100	SY		
7.	Concrete Curb & Gutter Repair (All Types)	10	LF		
8.	Temporary Erosion Control	1	LS		
9.	Grassing	1	LS		
10.	Mobilization	1	LS		
11.	Maintenance of Traffic	1	LS		
SUB TOTAL (SITE 1):					

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Site 2 – Old Highway 42 By Pass					
	Water Pipe Items				
1.	12" Class 350 Ductile Iron Water Pipe (Open Cut)	500	LF		
	Connection Items				
2.	Connection: Proposed 12" Water Line to Existing 12" Gate Line	2	Each		
3.	12" Gate Valve	2	Each		
	Miscellaneous Construction Items				
4.	Driveway Repair (Class 4, Group B), LVM	35	CY		
5.	Trench Repair, Select Fill (Class 9 , Group C), LVM	60	CY		
6.	Asphalt Pavement Repair (All Depths)	30	SY		
7.	Temporary Erosion Control	1	LS		
8.	Grassing	1	LS		
9.	Mobilization	1	LS		
10.	Maintenance of Traffic	1	LS		
SUB TOTAL (SITE 2):					

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Site 3 – Old Highway 42 By Pass					
	Water Pipe Items				
1.	12" Class 350 Ductile Iron Water Pipe (Open Cut)	240	LF		
2.	20" Steel Casing (Open Cut)	100	LF		
	Connection Items				
3.	Connection: Proposed 12" Water Line to Existing Water Line	2	Each		
4.	12" Gate Valve	2	Each		
	Miscellaneous Construction Items				
5.	Rip Rap (Size 300)	20	SY		
6.	Asphalt Pavement Repair (All Depths)	30	SY		
7.	Concrete Curb & Gutter Repair	10	LF		
8.	Temporary Erosion Control	1	LS		
9.	Grassing	1	LS		
10.	Mobilization	1	LS		
11.	Maintenance of Traffic	1	LS		
SUB TOTAL (SITE 3):					

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Site 4 – Walnut Street					
	Water Pipe Items				
1.	6" 200 PSI, DR 11, HDPE Water Pipe (Directional Bore) (Incl. adapter fittings)	230	LF		
	Connection Items				
2.	Connection: Proposed 6" Water Line to Existing 4" Water Line	2	Each		
3.	6" Gate Valve	2	Each		
	Miscellaneous Construction Items				
4.	Temporary Erosion Control	1	LS		
5.	Grassing	1	LS		
6.	Mobilization	1	LS		
7.	Maintenance of Traffic	1	LS		
SUB TOTAL (SITE 4):					

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Site 5 – Katie Avenue					
	Water Pipe Items				
1.	6" 200 PSI, DR 11, HDPE Water Pipe (Directional Bore) (Incl. adapter fittings)	230	LF		
	Connection Items				
2.	Connection: Proposed 6" Water Line to Existing 4" Water Line	2	Each		
3.	6" Gate Valve	2	Each		
	Miscellaneous Construction Items				
4.	Temporary Erosion Control	1	LS		
5.	Grassing	1	LS		
6.	Mobilization	1	LS		
7.	Maintenance of Traffic	1	LS		
SUB TOTAL (SITE 5):					

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Site 6 – Arledge Street					
	Water Pipe Items				
1.	8" 200 PSI, DR 11, HDPE Water Pipe (Directional Bore) (Incl. adapter fittings)	230	LF		
	Connection Items				
2.	Connection: Proposed 8" Water Line to Existing 6" Water Line	2	Each		
3.	8" Gate Valve	2	Each		
4.	2" Service Tap	1	Each		
	Miscellaneous Construction Items				
5.	Temporary Erosion Control	1	LS		
6.	Grassing	1	LS		
7.	Mobilization	1	LS		
8.	Maintenance of Traffic	1	LS		
SUB TOTAL (SITE 6):					

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
Site 7 – Edwards Street					
	Water Pipe Items				
1.	8" 200 PSI, DR 11, HDPE Water Pipe (Directional Bore) (Incl. adapter fittings)	260	LF		
	Connection Items				
2.	Connection: Proposed 8" Water Line to Existing Water Line	2	Each		
3.	8" Gate Valve	2	Each		
	Miscellaneous Construction Items				
4.	Temporary Erosion Control	1	LS		
5.	Grassing	1	LS		
6.	Mobilization	1	LS		
7.	Maintenance of Traffic	1	LS		
SUB TOTAL (SITE 7):					
PROJECT TOTAL					
SITE No. 1 - 7:					

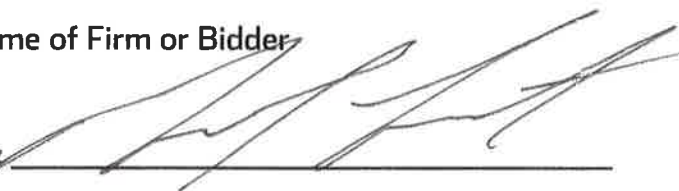
The undersigned certifies that the bid prices contained herein have been carefully checked and is submitted as correct and final.

If within thirty (30) days of the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

C.B. Developers, Inc.

Name of Firm or Bidder

By: 

1716 Evelyn Gandy Pkwy, Hattiesburg, MS 39401
Address

Hattiesburg, MS 39401
City, State

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed,
_____Principal, and _____as Surety, are hereby
held and firmly bound unto _____as Owner in the penal sum of 5%
(Five Percent) for payment of which, well and truly to be made, we hereby jointly and
severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to
a certain BID, attached hereto and hereby made a part hereof to enter into a contract in
writing, for the following project:

COMPREHENSIVE WATER IMPROVEMENTS PHASE IV MISCELLANEOUS CONNECTIONS HATTIESBURG, MISSISSIPPI

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in
the Form of Contract attached hereto (properly completed in accordance with said BID)
and shall furnish a BOND for his faithful performance of said contract, and for the
payment of all persons performing labor or furnishing materials in connection therewith,
and shall in all other respects perform the agreement created by the acceptance of said
BID, then this obligation shall be void, otherwise the same shall remain in force and effect;
it being expressly understood and agreed that the liability of the Surety for any and all
claims hereunder shall, in no event, exceed the penal amount of this obligation as herein
stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and its BOND shall be in no way impaired or affected by any extension of the time
within which the OWNER may accept such BID; and said Surety does hereby waive notice
of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and
seals, and such of them as are corporations have caused their corporate seals to be hereto
affixed and these presents to be signed by their proper officers, the day and year set forth
above.

_____(L.S.)
PRINCIPAL

SURETY

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, C.B. Developers, Inc.
as Principal, and Arch Insurance Company
as Surety, are hereby held and firmly bound unto City of Hattiesburg
as Owner, in the penal sum
of Five Percent of Amount Bid 5% **DOLLARS**
(5%) for the payment of which, well and truly to be made, we
hereby jointly and severally bind ourselves, successors and assigns. Signed, this
12th day of January, 2017. The condition of the above obligation is
such that whereas the Principal has submitted to City of Hattiesburg
a certain BID, attached hereto and hereby made a part hereof to enter
into a contract in writing for the Comprehensive Water Improvements Phase IV-
Miscellaneous Connections, Hattiesburg, MS

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

Then this obligation, shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way be impaired or affected by an extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper offices, the day and year first set forth above.

C.B. Developers, Inc.

By: _____

(L.S.)

(Principal)

Arch Insurance Company

(Surety)

By: _____

Brody Eric Buckley

Attorney-in-Fact

Resident MS Agent/Bottrell Insurance

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.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brody Eric Buckley

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: Bid Bond

Principal: C.B. Developers, Inc.

Obligee: City of Hattiesburg

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

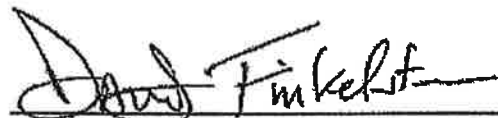
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 12th day of January, 2017.

Attested and Certified

Arch Insurance Company



Patrick K. Nails, Secretary

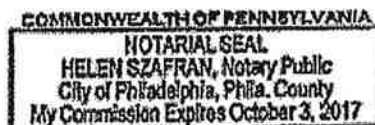
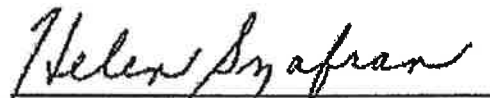



David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Helen Szafran, Notary Public
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 12, 2017 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 12th day of January, 2017.



Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____ by and between C.B. Developers, Inc. hereinafter called the CONTRACTOR, CITY OF HATTIESBURG hereinafter called the OWNER, Witnesseth that the Contractor and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The Contractor agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled:

COMPREHENSIVE WATER IMPROVEMENTS PHASE IV MISCELLANEOUS CONNECTIONS

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the Contractor agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The Contractor agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the Contractor fails to complete the work in the time specified, he shall pay the OWNER as **LIQUIDATED DAMAGES**, ascertained and agreed, and not in the nature of a penalty, the sum of **\$ 350.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The owner agrees to make progress payments during the construction as provided herein

as follows:

The ENGINEER will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices.

The OWNER agrees to pay the CONTRACTOR 100% of the value of the work done each month, less five percent (5%) RETAINAGE until final acceptance of the work has been made).

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the Engineer shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the Contractor within thirty (30) days the date of said final acceptance.

Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer, so certifies, the OWNER shall, upon certificate of the Engineer and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The Contractor agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7: INSURANCE

The Contractor agrees to also carry Public Liability Insurance, Property Damage Insurance, and Workman's Compensation Insurance in amounts as required by the Specifications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

OWNERS:

SEAL

City of Hattiesburg

BY _____

Title _____

ATTEST _____

CONTRACTOR:

SEAL

C.B. Developers, Inc.

BY [Signature]

Title Project Manager

ATTEST [Signature]

PAYMENT AND PERFORMANCE BOND

C.B. Developers, Inc.

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned (hereinafter called the Principal), a corporation, partnership or individual duly unauthorized by law to do business as a construction contractor in the State of Mississippi, and Arch Insurance Company of (herein called the Surety), a corporation duly authorized to do a surety business under the laws of the State of Mississippi, are held and firmly bound unto City of Hattiesburg, (hereinafter called the Obligee), a Municipality existing under the laws of the State of Mississippi, in the penal sum of Dollars [\$271,676.78] lawful money of the United States, for the payment of which well and truly to be made, the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument in writing attached here-to and bearing date of _____ has agreed with said Obligee to do all work necessary and to furnish labor, materials, tools, supplies and services to construct **COMPREHENSIVE WATER IMPROVEMENTS PHASE IV MISCELLANEOUS CONNECTIONS** as shown on Plans and specified thereby in the Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and workmanlike manner, and to the satisfaction of Obligee perform and complete the work required, and shall defend, indemnify and save harmless said Obligee against all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising out of injury or damage to persons or property by reason or arising from any act, omission or neglect of said Principal, his agent, servants or employees with relation to said work; and shall pay all cost, charges, rentals and expenses for labor, material, supplies and equipment and deliver the said improvement to Obligee completed and ready for occupancy or operation, and free from all liens, encumbrances or claims for labor, material or otherwise; and shall pay all other expenses lawfully chargeable to Obligee by reason of any default or neglect of the said Principal in the relation of said agreement and said work, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract, or the work to be performed hereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this bond and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, his or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and surety have hereunto set their hands and seals at Jackson, Mississippi this _____ day of _____, 20__.

(SEAL)

WITNESSES:

Audrey Courtney

C.B. Developers, Inc.

PRINCIPAL

1716 Evelyn Gandy Parkway, Suite 40, Hattiesburg, MS 39401

ADDRESS

By: [Signature]

Name of person executing for Principal

Project Manager
TITLE

Arch Insurance Company

SURETY

Harborside 3, 210 Hudson Street, Suite 300

Jersey City, NJ 07311-1107

ADDRESS

WITNESSES:

[Signature]
[Signature]
Peggy Jackson
Wes Price

Attorney-in-Fact/Resident MS Agent
TITLE

[Signature]
Name of person executing for Surety

Brody Eric Buckley/Attorney-in-Fact
Resident MS Agent/Bottrell Insurance
P.O. Box 1490
Jackson, MS 39215-1490

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Amanda Jean Charfauros, Brody Eric Buckley, Jason S. Hollis, Jerry G. Veazey, Jr., Jim A. Armstrong, Peggy L. Jackson, Stephen Wesley Price, Jr. and Trina Cobb of Jackson, MS (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



CBDEVEL-01

ACOOK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: Angie Cook, CIC, PIAM	
	PHONE (A/C, No, Ext): (601) 960-8244	FAX (A/C, No): (601) 208-3044
	E-MAIL ADDRESS: acook@fbbins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED C B Developers, Inc. 1716 Evelyn Gandy Parkway, #40 Hattiesburg, MS 39401	INSURER A: Brierfield Insurance Company	10993
	INSURER B: American Interstate Insurance	31895
	INSURER C: Travelers Property Casualty Company of America	25674
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded: \$2,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:			GL0013568	05/17/2016	05/17/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA0021045	05/17/2016	05/17/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			UMB0014332	05/17/2016	05/17/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Gen Aggregate \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A		AVWCMS2562322017	01/01/2017	01/01/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equip			CM0006842	05/17/2016	05/17/2017	Ded See Below 260,000
C	Installation Floater			6603222R85A	09/10/2016	09/10/2017	Ded: \$5,000 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability policy contains blanket additional insured & blanket waiver of subrogation wording on a primary & non-contributory basis, when required by written contract. Workers Compensation policy includes blanket waiver of subrogation when required by written contract. The Umbrella Liability policy includes blanket additional insured wording when required by written contract and included in the underlying the General Liability and/or Automobile Liability policy. Additional Insured Status applies as per forms attached to the policy & available for review upon request: GL (CGL084 10/13 & CGL088 10/13) UMB (CU0001 12/07) All coverage is subject to policy terms, conditions and exclusions.

As respects Leased/Rented Equipment: Ded: \$1,000 if value less than \$100,000; \$5,000 if valued equal to/greater than \$100,000

All Property Coverage: At the time of loss, insured value will be the lesser of the ACV, market value or replacement with like kind or quality.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: CBDEVEL-01

ACOOK

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Fisher Brown Bottrell Insurance, Inc.		NAMED INSURED C B Developers, Inc. 1716 Evelyn Gandy Parkway, #40 Hattiesburg, MS 39401
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance****Description of Operations/Locations/Vehicles:****REFERENCE ONLY:****Project: Comprehensive Water Improvements Phase IV Miscellaneous Connections****Project: Water Line Extension along Old Highway 98 East and W. L. Runnels Industrial Drive****Project: Comprehensive Water Improvements Phase I,****Project: 592 Program Sewer Rehabilitation, Contract No. 3, City of Hattiesburg, MS Contract amount \$1,996,351.79****Project: Water System Extension on Veteran's Memorial Blvd. and South 28th Ave \$1,361,828.84**

NOTICE OF AWARD

TO: C.B. Developers, Inc.
1716 Evelyn Gandy Pkwy
Hattiesburg, MS 39401

Project: **COMPREHENSIVE WATER IMPROVEMENTS PHASE IV MISCELLANEOUS CONNECTIONS**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated December 9, 2016, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ 271,676.78.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned 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 to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20__.

CITY OF HATTIESBURG
OWNER

BY: _____

TITLE: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by This the _____ day of _____, 20__.

Title: Project Manager

Name: [Signature]

NOTICE TO PROCEED

TO: C.B. Developers, Inc.
1716 Evelyn Gandy Pkwy
Hattiesburg, MS 39401

DATE: _____

Project: **COMPREHENSIVE WATER IMPROVEMENTS PHASE IV MISCELLANEOUS CONNECTIONS**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20__ on or before _____, 20__, and you are to complete the WORK within 180 consecutive CALENDER DAYS thereafter. The date of completion of all WORK is therefore _____, 20__.

CITY OF HATTIESBURG
OWNER

BY: _____

TITLE: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____ This the ____ day of _____, 20__.

Title: Project Manager

Name: 

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

ACCEPTANCE: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

AGREEMENT: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: the Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept as satisfactory.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the Work.

BONDS: Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions, the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

CONTRACT PRICE: The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The owner (Grantee) - The individual who is authorized to sign the contract documents on behalf of the owner's governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm or corporation named as such in the Contract Documents.

FIELD ORDER: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER

RESIDENT INSPECTOR

CONSTRUCTION INSPECTOR

PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: The stage in construction when a project can be utilized for the purposes for which it was intended. At substantial completion, minor items and items that are seasonally restricted need not be completed, but the items that affect operational integrity and function of the facility must be capable of continuous use.

SUPPLEMENTARY GENERAL CONDITIONS: Federal Conditions in effect at time of submission of Bid.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

2.1 The award of the Contract, if it is awarded, will be to the lowest responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution within sixty (60) days after the opening of Bids.

EXECUTION OF AGREEMENT:

2.2 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the OWNER within 10 working days or 15 calendar days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.3 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.2 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

CONTRACTOR'S PRE-START REPRESENTATIONS:

2.4 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run no less than the 15 days after receipt by the CONTRACTOR of the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. See paragraphs 6.22 through 6.26. The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS

shall be as provided in the Special Conditions.

2.9 Within twenty (20) days after delivery of the executed agreement by OWNER to CONTRACTOR, but before starting the Work at the site, a preconstruction conference will be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER for acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, and Instruction's to Bidders, General Conditions, Technical Specifications and

Drawings.

3.3 The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The

OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and

constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.7 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract

Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by

any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards

terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising wherefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and

regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR

believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the

CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the owner, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The General CONTRACTOR shall do the following special cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge the cost to the several contractors as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

Sanitary Provisions:

6.32 The General CONTRACTOR shall furnish necessary toilet conveniences, secluded from

public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the special conditions. The OWNER will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in

accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to

stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will

promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provide in Articles 11 and 12.

7.5 Where practicable, the General CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the General CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the General CONTRACTOR. The General CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each CONTRACTOR shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each CONTRACTOR shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each CONTRACTOR shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The General Contractor shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on

the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays

the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the ENGINEER according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the

ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and the failure to request legal action within said thirty (30) days period shall result in the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor

change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract

Documents by application of unit prices to the quantities of the items involved. Should the Work (by quantity) be increased or decreased by 15 per cent from that stipulated in the Contract Documents, the OWNER and the CONTRACTOR may request adjustment of the unit prices by negotiation. If negotiation fails to reach agreement, then either party may request arbitration for the volume in excess of the 15 per cent differential.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by

OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S

capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade

discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either parties.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work

performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 10 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 10 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional

representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore

as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within thirty (30) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install, but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this

Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The arbitrators shall specify the amount of any award rendered is designated or each specific bid item. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for

approval a practicable schedule, showing the order in which the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

The damages indicated above shall be considered as liquidated damages for the loss to the Owner on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the Engineer.

MEASUREMENT AND PAYMENT

Measurement and Payment for the following bid items shall be as described and shall include all material, equipment, labor, testing, etc. to install and make operational a complete water system as detailed on the contract drawings and as specified in the contract documents.

SERVICE TAP

Payment for service tap shall include all fittings, tubing, materials, labor and equipment to provide a new water service. Item shall be paid per each.

DUCTILE IRON WATER SYSTEMS

Payment for item shall include all components as specified in the Contract Drawings and Specifications. The contract price shall be per linear foot.

HDPE WATER SYSTEMS

Payment for item shall include all components as specified in the Contract Drawings and Specifications. The contract price shall be per linear foot.

STEEL CASING

Payment for installation of bored or open cut steel casing shall include furnishing and installing all steel pipe, spacers, end caps, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing and related items not specifically covered under other pay items. Length shall be determined by the measured distance of casing pipe installed and accepted.

CONNECTION ITEMS

Payment for connection items shall include installation of reducers, fittings, valve boxes, trenching, excavation, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

GATE VALVES

Payment for installation of gate valves shall include furnishing valves, valve boxes, trenching, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

MAINTENANCE OF TRAFFIC

Payment for maintenance of traffic will be lump sum. Item shall include all materials, labor and equipment to maintain traffic based on the current MUTCD or as required by the Engineer.

CONCRETE PAVEMENT REPAIR

Payment for concrete pavement repair shall include furnishing and installing concrete pavement as specified in the plans and specifications. Item shall include forming, material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per square yard.

ASPHALT PAVEMENT REPAIR

Payment for asphalt repair shall include furnishing and installing asphalt pavement as specified in the plans and specifications. Item shall include material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per square yard.

CONCRETE CURB AND GUTTER

Payment for concrete curb and gutter shall include removal, grading, forming, materials, placement, compaction and testing necessary to match existing curb and gutter. Item shall be paid per linear foot.

EROSION CONTROL

Payment for erosion control shall include furnishing, installing and maintaining silt fence as required by current Mississippi Department of Environmental Quality standards. Silt fence shall be installed and maintained as directed by the Engineer to prevent erosion under or excess siltation within 24 hours of a rain event. The unit measurement shall be Lump Sum and includes any required maintenance.

GRASSING

Basis of payment shall include the vegetation schedule as noted and shall be according to the Mississippi Standard Specifications for Road and Bridge Construction, Latest Edition.

MOBILIZATION

Payment for mobilization shall enable contractor to assemble materials, equipment, etc. on site to prepare for construction. The unit measurement shall be lump sum.

Mobilization shall be paid 50 percent at 5 percent of construction complete and 100 percent at 25 percent of construction complete.

DUCTILE IRON WATER SYSTEMS

1.0 GENERAL

This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of water pipe and related items in accordance with the Contract Drawings and Specifications, as stated in the Proposal.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of these Specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

A 139 Electric-Fusion (Arc) welded steel pipe (sizes 4 inch and over).

A 252 Welded and Seamless steel pipe piles.

C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.

C 33 Concrete Aggregates

C 39 Test for Compressive Strength of Cylindrical Concrete Specimens.

D 2922 Density of Soil Aggregate in place by the clear Method (shallow depths).

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

21.10 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

21.11 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

21.50 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-line Molds, for Water or other Liquids.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

C 104 Cement-Mortar Lining for Cast Iron Pipe and Fittings for Water and Other Liquids.

C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

C 150 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction 2004 Edition.

3.0 SUBMITTALS

The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer.

3.1 Ductile Iron Pipe: The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as Specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

A. **Joints:** The following shall be required for ductile iron joints.

1. Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.
2. Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.
3. Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

B. Ductile Iron Pipe Submittal Shall Include the Results of:

1. Tension Test
2. Impact Test
3. Low Temperature Impact Test

Sampling procedure shall be as indicated in ANSI 21.51.

4.0 MATERIALS

WATER SYSTEM:

A. Ductile Iron Pipe: Ductile iron pipe shall be designed in accordance with the latest revision of ANSI/AWWA C 151/A21.51), rated working pressure of 350 psi plus a 100 psi surge allowance; a 2 to 1 safety factor on the sum of working pressure plus surge pressure in Type 3 Laying condition with a depth of cover as required per plans.

Pipe shall have standard asphaltic coating on the exterior. Pipe also shall have a cement mortar lining on the interior in accordance with the latest revision of ANSI/AWWA C104/A21.4. If corrosion protection is required, polyethylene encasement shall be installed prior to the pipes installation in accordance with ANSI/AWWA C105/A21.5-88.

All non-restrained pipe shall be furnished with push-on type joints such as "Fastite", or equal. Joints shall be in accordance with the latest revision of ANSI/AWWA C111/A21.11 and shall be furnished complete with all necessary accessories.

Where restrained joint pipe is required, "Fast Grip", "Flex-Ring", or "Field Flex-Ring" or approved equal shall be used. The length of restrained pipe shall be as tabulated or noted on the plans.

Ductile iron fittings shall conform to the latest revisions of either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings, linings, and coatings shall be as specified for the pipe above.

All pipe, fittings and accessories shall be installed and tested in accordance with the

latest revision of AWWA C600. Newly installed ductile iron water mains shall be disinfected in accordance with the latest revision of AWWA C651 prior to placing in service.

B. Gate Valves: Where indicated on the Plans or directed by the ENGINEER, the CONTRACTOR shall furnish and install gate valves as hereinafter specified.

All gate valves shall be cast iron mechanical joint, M.J., Mueller A-2380-20, equivalent or better.

All gate valves shall be furnished with O-ring packing and 2" square operating nut, AWWA 200lb., for cast iron water main.

Valve boxes shall be cast iron top and bottom. Extension pieces shall be provided as required.

All valves will be set at a perfect 90 degree angle from level pipe, (perpendicular) so as to be easily accessible through properly set valve box as per specifications above.

The CONTRACTOR shall furnish and install either a two-piece or three-piece, slip type, cast iron valve box over each gate valve. Valve boxes will be set over valve operating nut, centered so as to be easily accessible with a valve operating wrench or key. They will be set to correspond with the finished grade of street, lot, or easement. No dirt will be left in box; box will not rest directly on valve body.

C. Fittings, Valves and Hydrants, Etc.: All fittings, valves and valve boxes, hydrants, and other appurtenances are to be set at the points indicated on the plans, or as directed by the ENGINEER, and omission to do so shall be corrected by the CONTRACTOR without extra cost to the OWNER.

All fitting shall either be Ductile Iron Compact (ANSI/AWWA C153/A21.53) or Cast Iron (ANSI/AWWA-C110/A21-10) and shall have mechanical joint ends and mechanical joint restraints (Series 1120) and shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases. Flexibility of the joint shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80. Restraining devices shall be of ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA A21.11 and ANSI/AWWA C153/A21.53 of latest revision. Twist-off nuts shall be used to insure proper actuating of the restraining devices.

The mechanical joint restraint device shall have a working pressure of a least 250 psi with a minimum safety factor of 2:1 and shall be EBAA Iron., MEGALUG or equal.

To improve the sealing capacity, the gaskets for all mechanical joints conforming to the requirements of ANSI/AWWA C110/A21.10, C111/A21.11, or C153/A21.53 shall be of a design that causes the gasket to deflect approximately 30% during assembly of the mechanical joint. The gasket material shall conform to the requirements of ANSI/AWWA C111/A21.11, Section 1-6.4 of the latest revision. Mechanical joint gaskets shall be EBAA Iron's EBAA Seal- Improved Mechanical Joint Gasket or approved equal.

Fittings (bends, tees, plus, and caps) shall be securely braced by mechanical joint restraints, as indicated on the Plans, to prevent the possibility of blowing off under pressure. And a full length of pipe shall be installed on each end of the fitting. Then cut pieces can be installed beyond the full lengths of pipe.

D. Plugs and Caps: Where indicated on the Plans, or as directed by the ENGINEER, the CONTRACTOR shall install plugs for anticipated future extensions by placing a branch fitting (tee or cross) in the line and plugging the unused branch or branches. In general, such plugs will be located at street intersections where present plans provided lines running in only two or three directions from the intersections and where, in the opinion of the ENGINEER, a connection may be required for future extension. Where "dead end" lines are installed, the ends of such lines shall be plugged or capped as required.

For the various hot taps required according to the plans, and up to 12 inches, the JCM 432, stainless Tapping Sleeve shall be required. The CONTRACTOR shall furnish all materials for these various taps and the OWNER will actually make the tap.

E. Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of water pipe and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.375 inch.

F. Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 12" sieve.

G. Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table)

SIZE NO. 467

<u>Nominal Size</u> <u>(Sieves w/Square Openings)</u>	<u>Percent Passing by Weight</u>
2"	100
1 1/2"	95 - 100
3/4"	35 - 70
3/8"	10 - 30
No. 4	0 - 5

H. Select Backfill: General: The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material.

Gradation: Any coarse aggregate contained in the material shall pass the one and one-half (1-1/2), sieve and not more than thirty-five percent (35%) shall be retained in the Number 10 sieve. The plasticity index (P.I.) shall not exceed 12, nor shall the liquid limit exceed 30.

The composite selected sand-clay material passing the Number 10 sieve shall conform to the following minimum and maximum gradation limits:

<u>Sieve</u>	<u>Percent Passing by Weight</u>
Number 40	40 - 85
Number 60	30 - 70
Number 270	8 - 30
Silt (.05 to .005 mm)	3 - 15
Clay (Passing .005 mm)	3 - 15

I. Backfill: All other backfill shall consist of excavated material removed from the trench.

5.0 CONSTRUCTION:

Earthwork:

A. Site Preparation: Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas and Excavation, Trenching and Backfilling.

All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.

Stripping operation shall be to a depth of not less than 6 inches in all cases.

B. Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

C. Trenching: The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.

The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe.

The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.

Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

D. Disposal: The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.

The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the

trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of water pipe.

E. Dewatering: The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the bid price.

F. Bedding: The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.

Holes for the bells shall be provided at each joint in the sub-grade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint

assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.

1. Stabilization Materials: When the sub-grade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the sub-grade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six inch lifts.

2. Bedding Materials: As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. Depending on the particular bedding required, additional bedding shall be added and tamped to minimum of 90% of maximum laboratory density, with AASHTO T-99.

3. Select Backfill: Select backfill shall be placed in 6 inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

4. Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grad, and cross section with proper bell holes at each joint to insure that pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

5. Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

a. Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS AND OTHER GRASSED AREAS AND EXCAVATION, TRENCHING AND BACKFILLING.

b. Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.

c. No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or a weight excess of 75 pounds.

6. Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.

7. Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS AND EXCAVATION, TRENCHING AND BACKFILLING.

F. PIPE HANDLING AND STORAGE: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.

G. PIPE LAYING: Each pipe shall be laid true to line and grade and in such manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the water shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water, earth, or other substance will enter the pipe or fittings. The minimum depth of water mains shall be 30 inches below finished grade to the top of the water main.

Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in

the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.

H. PIPE JOINTING: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.

Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.

Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space. When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first, then the top; next the bolts on either side; and last, the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.

All joints of whatever type shall be completely water tight after being subjected to the required tests.

I. BORINGS: Borings shall be accomplished in accordance with Mississippi State Highway Department Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.

1. Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be watertight.

2. Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.

3. Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under all conditions.

4. Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end by installing WMSON Type U end seals, as manufactured by T.D. Williamson,

Inc. Tulsa, Oklahoma, or equal, in accordance with the instructions of the manufacturer of the seals.

J. Separation of Water and Sewer Mains:

1. Water mains shall be laid at least 10 feet horizontally and 18 inches vertically from any sanitary sewer or manhole. The bottom of the water line shall be a minimum of 18 inches from the top of the sewer line.

K. INCIDENTAL CONCRETE:

1. **GENERAL:** The following specifications shall apply to any and all items of incidental work with Portland Cement with or without reinforcement, including such items as concrete piers to support cast iron pipe above ground, erosion control bulkheads or structures, cradles and encasement, blocking and the like.

All concrete used in the construction of this project shall comply with the requirements herein specified for its particular class and kind.

2. **MATERIALS:** All materials used in this work shall consist of (a) Portland Cement, (b) Sand, (c) Gravel, and (d) Clean Water.

(a) The cement used shall be domestic manufacture, either "Standard" or "high Early Strength" Portland Cement, which shall meet all the requirements of the current A.S.T.M. Specifications for the type used at the time it is incorporated in the work.

(b) The fine aggregate shall consist of clean, sharp sand, well graded from coarse to fine, consisting of hard, durable particles, free from coarse to fine, consisting of hard, durable particles, free from silt, salt or organic matter. It shall meet all the requirements of the ASTM Specifications C33, Paragraph 1, 2 and 3, and ASTM C-40.

(c) The coarse aggregate used shall consist of clean washed gravel, free from particles of wood or lumps of clay. Not more than 10% shall pass the No. 4 sieve, and it shall conform with the requirements of ASTM Specifications C33, Paragraph 5 to 8 inclusive.

(d) The water used for mixing concrete shall be clear, free from oil, salt, strong acid, alkali organic matter, and shall be approved by the Engineer.

(e) Reinforcing steel shall conform to the requirements of the "Standard Specifications for Billet-Steel Concrete Reinforcing Bars" of intermediate grade (Serial Designation: A 15-39) or the Standard Specifications for Rail-Steel Concrete Reinforcement Bars (Serial Designation; A-16-35) of the American Society for Testing Materials.

3. CONSTRUCTION METHODS:

All concrete materials shall be as handled and stored that they will not become damaged after delivery at the site. The cement shall be thoroughly protected from the weather, and the sand and gravel, shall be so stored that they will not become intermixed, and so as to prevent the admixture with either of any foreign materials. Reinforcing steel shall be so stored that it will not come in contact with the ground, shall be protected from the weather, and shall be clean and free from rust when incorporated in the work.

Concrete materials shall be mixed in the proportions and in a manner that will produce concrete of the class and strength specified to its use.

Unless indicated otherwise, all concrete shall be Class A which shall have a crushing strength of not less than 3,000 pounds per square inch at 28 days, as determined by the Standard Methods for testing concrete materials.

Class B concrete, which shall have a crushing strength of not less than 2,500 pounds per square inch at 28 days, and shall be used for erosion control bulkheads and blocking pipelines at bends to prevent blowing off under pressure.

Class C concrete, which shall have a crushing strength of not less than 2,000 pounds per square inch at 28 days, shall be used for cradles and encasement and may be used for backfill below grade.

After concrete has been properly mixed, it shall be deposited in the forms in reasonably uniform layers and in such manner as to prevent segregation of the aggregates. It shall be thoroughly spaded or puddled while being placed to insure maximum density and prevent honey-combing.

No concrete shall be deposited when the air temperature is less than 40 degrees F. No material shall be deposited on a frozen sub-grade, nor shall any frozen moisture or material be incorporated into the mixture.

No concrete shall be placed in water, nor shall water be permitted to rise on it or to run over it within a period of 24 hours after it has been placed.

Unsatisfactory concrete, resulting from failure to observe the above requirements or otherwise, shall be removed and replaced as directed by the Engineer.

4. COMPENSATION:

Payment for all concrete, except as may be elsewhere herein provided, shall be included in the prices bid for the construction units with which it is placed and no separate or extra compensation will be allowed directly therefore.

6.0 TESTING

DUCTILE IRON PIPE:

A. Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.

B. Material Test: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

STEEL CASING PIPE: Material test shall be included as part of the submittal. No other material test shall be required.

COMPACTION TESTS: Compaction tests shall be performed in accordance with AASHTO T 191 or ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T 99. Compaction tests for water pipe related work shall not be less than as follows:

(Number of Compaction Tests)

	AASHTO T-99	AASHTO T-191 or ASTM D 2922
Stabilization Material	1	One per 100 CY
Bedding Material	2	One per 600 LF
Tamped Backfill	2	One per 600 LF

HYDROSTATIC TESTING:

The completed System shall be tested as herein stated. The pipe shall be filled with water and all air exhausted. Each section shall be tested under a hydrostatic pressure of 150 pounds per square inch and shall not show leakage exceeding 10 gallons per inch of diameter per mile of pipe per 24 hours when so tested. Whatever shall be measured into a container and refilled to the pre-test level. The pressure shall be maintained for 4 hours by pumping as necessary, and if the pipe has been backfilled, a 24-hour test is required.

All visible leaks at exposed joints and all leaks evident on the surface where joints are covered shall be repaired, and leakage eliminated, regardless of total leakage shown by

the tests. Lines which fail to meet tests shall be removed, if necessary, or repaired and retested until compliance with these test requirements is affected.

These tests are to be made at the Contractor's expense, and he is to provide all necessary fittings, equipment, appliances, and any other necessary items to conduct the tests in a manner satisfactory to the Engineer. All costs incidental to conducting these tests are to be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

CLEANING AND DISINFECTION:

Before each section of work is placed in service, it shall be thoroughly flushed to remove any dirt or other foreign material from inside the lines; and the inside of the lines shall be disinfected by pumping into and through them as solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.

At least two (2) samples of chlorine free water, taken from each section shall be submitted to the State Board of Health for examination to determine if the system is free from organisms of the Coli-Aerogenes group. If such samples are not negative from organisms of the Coli-Aerogenes group, the system shall be disinfected and re-disinfected in a manner meeting the requirements of the State Board of Health, until the system is freed of contamination.

All water mains will be flushed, chlorinated and re-chlorinated until two (2) consecutive negative water samples are obtained by the Local Health Department or a representative of the water systems certified as an operator by the Mississippi Department of Health.

The CONTRACTOR shall be responsible for the conduct of all of the above defined activities, and any and all costs incident thereto shall be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

EXISTING DRINKING WATER FACILITIES

The Contractor is required to keep existing drinking water facilities in operation during construction. Should the Contractor require that existing facilities be taken out of operation, a plan to provide for alternative service shall be reviewed and approved in advance by the Health Department and shall be adhered to during construction.

RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS, and OTHER GRASSED AREAS

1) **GENERAL:** The work under this item of work shall consist of furnishing all necessary materials, labor, supervision, tools, equipment and incidentals for the restoration of roads, driveways, fences, lawns and other grassed areas so as to provide satisfactory repair to all damage caused by general construction work. It is the intent of these Specifications to restore all such features to the general conditions that existed prior to construction activity insofar as practical. It is not the intention of this Specification that trees, which must be cut and removed, be restored. The Contractor is expected to be familiar with the overall area and be satisfied as to the materials required and level of effort needed to accomplish such restoration in accordance with this Specification.

2) **APPLICABLE PUBLICATIONS:** The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work:

a) **AMERICAN ASSOCIATION of STATE HIGHWAY and TRANSPORTATION OFFICIALS (AASHTO):**

i) T 99 The Moisture Density Relations of Soils Using a 5.5lb. (2.5 kg) Rammer and a 12-inch (305 mm) Drop

ii) T 167 Compressive Strength of Bituminous Mixture

iii) T 191 Density of Soil In-Place by the Sand-Cone Method

iv) T 230 Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures

b) **AMERICAN SOCIETY for TESTING and MATERIALS (ASTM)**

i) D 2922 Density of Soil and Soil Aggregate in Place by the Nuclear Method (shallow depths)

c) **MISSISSIPPI DEPARTMENT of TRANSPORTATION (MDOT)**

i) Standard Specifications for Road and Bridge Construction, 2004 Edition

ii) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

3) SUBMITTALS: Mix Designs: Design mix will be provided by Contractor and approved by Engineer prior to production of asphalt.

4) MATERIALS

a) 4.1 Subbase and Base Courses: Subbase and base courses under paved areas shall be as specified in MSHD Specification, Section 300.

b) 4.2 Prime Coat: Prime coat shall consist of Grade MC-30 or Grade MS-70 in accordance with the applicable requirements of MDOT Specification Section 408.

c) Bituminous Pavement: Bituminous Pavement for roadway and parking areas, wearing and binder courses shall consist of a mix in accordance with MDOT Specifications Section 403.

d) Materials shall conform to the following subsection of MDOT, Specifications Sections 702 and 703.

i) Bituminous Materials (AC-20) 702.01

ii) Aggregate

iii) BC-1 Binder Course

iv) SC-1 for Surface Course

v) Filler 703.14

vi) Topsoil: Topsoil shall be in accordance with Technical Specifications - SEEDING and SODDING.

vii) Seeding and Sodding: Seeding and sodding operations shall be in accordance with Technical Specifications - "SEEDING and SODDING."

5) CONSTRUCTION

a) Maintenance of Traffic

i) Prior to limiting or restricting traffic on any street or road, the Contractor shall obtain permission from the City of Hattiesburg. Through or local traffic shall at all times be accommodated by the use of temporary approaches, crossings or detours (if allowed by the City of Hattiesburg). Satisfactory (to the Property Owner) ingress and egress to any public or private property shall be properly maintained. Proper barricades, signs and detour signs shall be provided by the Contractor to adequately warn motorists of obstructions ahead. Lighted (flashing) barricades shall be used at

night.

ii) Flagmen shall be provided to direct traffic around equipment and for one way movement of traffic around equipment and for one way movement of vehicles. The Contractor may have to stop construction and restore full traffic during certain rush hours.

iii) The Contractor shall at all times (unless otherwise permitted in writing by the City of Hattiesburg) maintain open one lane to traffic during construction operations and restore roadways to two-way traffic during non-construction hours.

b) Repair of Asphalt; Concrete Streets; Driveways; Parking Lots

i) Removal and Earthwork:

(1) The existing asphalt pavement shall be uniformly saw-cut on straight lines and the material shall be removed. Other methods of cutting the existing asphalt surface which will result in a uniform straightedge similar to a sawed cut may be acceptable. Upon completion of the pipe laying, select backfill shall be placed in the excavation in maximum 8-inch lifts and compacted to at least 90% of maximum laboratory density to within one foot of the top sub-grade and to 95% of maximum laboratory density in the upper one foot of the sub-grade.

(2) Maximum density of typical select backfill material shall be determined in accordance with AASHTO T 191 or ASTM D 2922. Portable mechanical tampers or vibratory compactors shall be used in the trenches. Rollers may be used at street level. Existing base and asphalt surfaces which become undermined during construction shall be removed until firm undisturbed sub-grade is reached.

c) Asphaltic Base: Asphaltic base shall be constructed in accordance with MSHD Specification, Section 300.

i) Prime Coat: Prime coat shall be applied to exposed existing base material prior to overlay with asphaltic base course in accordance with MSHD Specification, Section 408.

ii) Tack Coat: Tack coat shall be applied to existing or new asphaltic wearing course and asphaltic base, or concrete which is to require asphalt wearing course.

iii) Asphalt Wearing Course: Placement and compaction of the bituminous pavement shall be in accordance with MSHD Specification Section 403.03.

iv) Utilities: All utility covers excavated during removal of streets, driveways, parking lots shall be restored to finished grade.

d) Driveways and Sidewalks:

i) Driveways and sidewalks shall be repaired in similar manner to the original construction. Asphalt drives shall be saw-cut where required and repaired in accordance with Paragraph 6(b) of this Specification. Concrete drives shall be saw cut or removed to the next joint. The minimum thickness for concrete driveway repair is 6 inches and for sidewalks is four (4) inches.

ii) Concrete surfaces shall be properly tooled and receive a broom finish. Installation (if required) of new driveway drainage culvert shall be made only at the direction of the Engineer. The Contractor shall take all reasonable precautions to allow for reuse of existing drainage culverts.

e) Repair to Gravel Roads: Gravel roads shall be backfilled and compacted in accordance with Paragraph 6(b) of this Specification. The final surface shall consist of 12-inch in-place compacted clay gravel. Compaction shall be to 100% of maximum laboratory density in accordance with AASHTOT 99.

f) Repair to Lawns:

i) General: The Contractor shall exercise extreme care to minimize damage to improved lawns. Trees and shrubs within the limits of work shall be removed only for essential construction requirements. Any shrubs, which are removed or damaged, shall be replaced by satisfactory (to the Property Owner) planting by the contractor. Any grass seed areas, roads, streets, driveways, culverts, fences, water lines, metal boxes or other items (excluding trees unavoidably cut) which are damaged by the Contractor, shall be satisfactorily restored by Contractor. Acceptance of improved lawn repairs shall be based on the firm establishment of live stand of grasses and live growth of any replanted and acceptable shrubs. The Contractor shall water and fertilize such areas until healthy growth of grass (and shrubs, if applicable) are attained

ii) Grading: The surface areas shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.

iii) Topsoil: The Contractor shall strip topsoil and sod and stockpile for later use. Upon completion of trenching over the area. Additional topsoil shall be furnished if required (at no additional cost) to provide a uniform thickness of 3 inches. Lime at a rate of 1 - 1/2 tons per acre and fertilizer (13-13-13) at a rate of 800 pounds per acre shall be applied as needed to further establish grass growth.

iv) Grassing: Grass seed, sprigs, or sod similar to the existing lawn grasses shall

be planted in accordance with the supplier's recommendations. Winter cover grasses such as rye grass shall be applied (in addition to planting the permanent grasses) if seeding, sprigging, or sodding is done at a time of year when the permanent grasses will not actively grow. The type(s) of permanent grasses shall be the same as the grass(es) in the damaged lawns. If the lawn repairs are accomplished between September 1 and March 1, the Contractor shall continue the restoration work during the next period of March 15 and April 5 and mow the grass and continue the restoration until satisfactory growth of the permanent grass (es) is obtained. Such additional restoration work shall include the 1 - 1/2 tons of lime per acre, application of 13-13-13 fertilizer at a rate of 800 pounds per acre and replanting and watering permanent grass as necessary to obtain satisfactory (to Engineer) growth. No time will be charged against the Contract Time for any such additional restoration work.

v) Sodding: Sodding shall be in accordance with Technical Specifications - SEEDING and SODDING.

g) Erosion Control:

i) During all phases of construction, the Contractor shall adequately protect all work from adverse erosion. Soil shall not be allowed to flow off the limits of work area. The Contractor shall employ the use of ditch checks, matting, temporary grass cover, blankets, or other measures to control erosion. The Contractor shall be responsible to correct damage caused by erosion.

ii) During the construction of this project, all work areas will be strictly monitored. All trench lines will be kept in excellent condition, all streets and drives will receive careful maintenance, keeping potholes and settled areas filled in. Dust control is essential and will also be strictly monitored.

h) General Grassing of Unimproved Areas

i) General: The Contractor shall seed and establish grass growth in all disturbed areas in unimproved areas (to include pastures and roadsides). Acceptance of the grass cover shall be based upon the firm establishment of a live stand of grass. The contractor shall water such grass if natural rainfall fails to adequately provide moisture. On slope and other areas subject to erosion, grassing shall be accomplished as soon as practical (within 48 hours unless weather is prohibiting) after finish grading operations.

ii) Grading: The surface area shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.

iii) Topsoil: The Contractor shall remove existing topsoil and stockpile for later

use. Upon completion of backfilling (to establish contours as before construction), the topsoil shall be uniformly spread back over the area. The Engineer may require additional topsoil be furnished by the Contractor, if in the opinion of the Engineer, adequate provisions and efforts were not made by the Contractor to stockpile and re-use existing topsoil material.

i) Fertilizer and Agricultural Limestone: The Contractor shall uniformly apply 800 lbs. Isified asphalt or by "crimping" parts of the material into the soil.

j) Miscellaneous Items: Items such as fences, gates, headwalls, paved ditches, and other items shall be replaced or repaired as required for restoration. Should additional fencing material be required, new post and new wire of similar size, type and gauge shall be provided and installed.

k) General Care: Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees, which do not have to be removed in the opinion of the Engineer, and which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

6) TESTING

a) General: All sampling and testing shall be accomplished by the testing laboratory approved by the Owner and employed by the Contractor to perform such services. Results shall be immediately forwarded to the Engineer by the Contractor.

b) Earthwork: Earthwork directly involved with road and street repair shall be tested as follows:

i) Moisture Density Relationship (Standard Proctors): Two tests of sampled native material shall be required.

ii) Tests shall be in accordance with AASHTO T 99.

iii) Field Density: A minimum of two and a maximum of four field density tests shall be required. Density tests shall be in accordance with AASHTO T 191 or ASTM D 2922

iv) Topsoil: Two pH tests and two organic content tests (wet combustion method) will be required.

- v) per acre of 13-13-13 fertilizer and also apply two (2) tons per acre of agricultural limestone to the area to be seeded. The fertilizer and limestone shall be tilled into the soil to a depth of four (4) inches.
- vi) Seeding: Seed shall be uniformly sown in accordance with Technical Specification - SEEDING and SODDING.
- vii) Sodding: Sod shall be place in accordance with Technical Specification - SEEDING and SODDING.
- c) Mulch Cover: Erosion prone areas such as steep slopes and highway shoulders shall receive a layer of loose straw mulch or equivalent at the rate of one and one-half (1-1/2) tons per acre. The mulch cover shall be established by the application of emu

EXCAVATION, TRENCHING AND BACKFILLING

PART I - GENERAL

1.01 SCOPE

A. The Work under this Section consists of furnishing materials, labor, equipment, and services necessary for the excavation trenching, and backfilling required for exterior light fixture standard foundations and underground electric supply lines to the building and lighting standards on this Project.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 02630 - Landscaping

B. Section 16000 - Electrical Provisions

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.01 LOCATION OF LIGHTING STANDARDS

Prior to excavation for exterior fixture standards, CONTRACTOR shall stake all standards locations and the ENGINEER shall approve these locations prior to construction. Stake all locations and give ENGINEER 48 hours notice for inspection. The ENGINEER shall have the authority to move any standard location up to ten (10) feet prior to excavation at no additional cost to the OWNER. Standard locations may have to be moved to avoid existing storm drain lines in the areas.

B. Underground electrical services shall be coordinate with the local retail supplier of electricity, communications, TV Cable and other utilities involved.

3.03 EXCAVATION

A. CONTRACTOR is to coordinate and cooperate with the OWNER in locating all subsurface equipment and facilities. CONTRACTOR shall be responsible for locating and exposing all existing underground structures, utilities and underground obstructions that may interfere with locating lighting standards, poles, conduits and services. All subsurface equipment and facilities shall be located and exposed prior to performing any digging and/or trenching. CONTRACTOR at his sole cost and expense will be responsible for repairing and/or replacing any damaged equipment and/or facilities caused by excavating.

B. All excavation of every description and of whatever substances encountered shall be performed to the depths indicated or as otherwise specified. During excavation material suitable for backfilling shall be piled in an orderly manner a sufficient distance from the banks of the trench to avoid over-loading and to prevent slides or cave-ins. All excavated materials not required or suitable for back-fill shall be removed and disposed of offsite at the CONTRACTOR's expense. Grading shall be done as necessary to prevent surface water from flowing into trenches or other excavations, and any water accumulating therein shall be removed by pumping or by other approved methods. Sheeting and shoring shall be done as necessary for the protection of the work and for the safety of personnel. Excavation shall comprise all materials encountered, including rock and filled-in material of whatever nature is involved.

- C. The conduits shall be laid and maintained to lines and grades established by the plans and specifications with fittings and foundations at the required locations unless otherwise approved by the ENGINEER.
- D. Prior to excavation investigation shall be made to the extent necessary to determine the location of existing underground utilities, structures and conduits. CONTRACTOR shall exercise care during excavation to avoid damage to existing utilities and structures.
- E. When obstructions that are not shown on the plans are encountered during the progress of work and interfere so that an alteration of the plans is required the ENGINEER will alter the plans or order a deviation in line and grade or arrange or removal, relocation or reconstruction of the obstructions.
- F. When crossing existing pipelines or other structures, alignment and grade shall be adjusted as necessary, with the approval of the ENGINEER, to provide clearances as required by federal, state, or local regulations or as deemed necessary by the ENGINEER to prevent future damage or contamination of either structure.

3.03 TRENCHING - GENERAL

- A. The trench shall be excavated to the required alignment, depth and width and in conformance with all federal, state and local regulations for the protection of the workmen.
- B. No excavation for the installation of conduit will be commenced which cannot be completed and back-filled within 24 hours.
- C. Discharge from any trench de-watering pumps shall be conducted to natural drainage channels, storm sewers, or an approved reservoir.

D. Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures and shall be done in compliance with federal, state, or local regulations

E. Removal of pavement and road surfaces shall be a part of the trench excavation and the amount removed shall depend upon the width of trench required for the installation of conduits. The dimensions of pavement removed shall not exceed the dimensions of the opening required for installation of conduits by more than 6 inches in any direction unless required or approved by the OWNER. Cut pavement edges shall be sawn to ensure breakage of pavement along straight lines. There is nothing in these Specifications that precludes punching or boring of conduit under streets, sidewalks, parking lots, or other paved areas as long as minimum cover requirements are met.

F. The width of the trench at the top of the conduit shall be that of the single-pass capabilities of normally available excavating equipment and ample to permit the conduit to be installed properly and allow the back-fill to be placed as specified. Trenches shall be of extra width, when required, to permit the placement of timber supports, sheeting, bracing, and appurtenances.

G. When excavation of rock is encountered, all rock shall be removed to provide a clearance of at least 9 inches below and on each side of all conduits. When excavation is completed, a bed of sand, crushed stone or earth that is free from stones, large clods, or frozen earth shall be placed on the bottom of the trench to the previously mentioned depths, leveled, and tamped. These clearances and bedding procedures shall also be observed for pieces of concrete or masonry and other debris or subterranean structures, such as masonry walls, piers, or foundations that may be encountered during excavation. This installation procedure shall be followed when gravel formations containing loose boulders greater than 8 inches in diameter are encountered. In all cases, the specified clearances shall be maintained between the bottom of all conduit and appurtenances and any part, projection, or point of rock, boulder, or stones of sufficient size and placement that may cause a fulcrum.

H. Should the trench pass over a sewer or other previous excavation, the trench bottom shall be sufficiently compacted to provide support equal to that of the native soil or conform to other regulatory requirements in a manner that will prevent damage to the existing installation.

I. Blasting for excavation shall be permitted only after securing the approval of the OWNER who will establish the hours of blasting. The blasting procedure, including protection of persons and property, shall be in strict accordance with federal, state, and local regulations.

J. Trees, shrubs, fences, and all other property and surface structures shall be protected

during construction unless their removal is shown in the plans and specifications or approved by the OWNER. Any cutting of tree roots or branches shall be done only as approved by the OWNER.

K. The CONTRACTOR shall furnish temporary support, adequate protection, and maintenance of all underground and surface structures, drains, sewers, and other obstructions encountered in the progress of the work. All properties that have been disturbed shall be replaced and/or restored as nearly as practical to their original condition.

L. When the sub-grade is found to be unstable or to include ashes, cinders, refuse, organic material, or other unsuitable material, such material shall be removed, to a minimum of at least 12 inches, or to the depth ordered by the ENGINEER and replaced under the directions of the ENGINEER with clean stable back-fill material.

When the bottom of the trench or the sub-grade is found to consist of material that is unstable to such a degree that, in the judgment of the ENGINEER it cannot be removed, a foundation for the conduit and or appurtenance shall be constructed using piling, timber, concrete, or other materials at the direction of the ENGINEER. Appropriate traffic control devices shall be provided in accordance with federal, state, or local regulations to regulate, warn, and guide traffic at the work site.

3.04 BACKFILLING - GENERAL

A. The trenches shall not be back-filled until the conduit as installed conforms to the requirements specified. Backfilling prior to approval of the ENGINEER or the OWNER is prohibited. Where, in the opinion of the ENGINEER damage is likely to result from withdrawing sheeting, the sheeting shall be left in place. Except as otherwise specified for special conditions of over-depths, trenches shall be back-filled to the ground surface with material that is suitable for the compaction specified hereinafter. Trenches improperly back-filled shall be reopened at the CONTRACTOR'S expense to the depth required for Proper compaction then refilled and compacted as specified, or the condition shall be otherwise corrected as approved.

B. All buried conduits and or underground electrical cables shall have a red Polyethylene "Caution Electrical Cable Buried Below" warning tape buried between the conduits and electrical cables and the surface of the ground providing a defense and warning against accidental dig-ins. APWA color guidelines shall be used for electrical power-lines. Tape shall be made of low density polyethylene and highly stretchable Tape shall be placed approximately 12 inches above conduits and or power cable nearest the surface of the ground.

C. In the lower portion of the trench back-fill material shall be deposited in 6 inch maximum thickness layers and compacted with suitable tampers to the density of the

adjacent soil or graded as hereinafter specified until there is a cover of not less than 6 inches over the conduit. The back-fill material in this portion of the trench shall consist of a selected material at a moisture content that will facilitate compaction, free from stones larger than 3 inches in any dimension and hard clods and frozen conglomerates larger than 6 inches in any dimension, except that where the pipe is coated or wrapped for protection against corrosion the back-fill material shall be free from stones larger than 1 inch in any dimension. If any portion of the cover in the lower portion of the trench is in the depth of special compaction and materials requirements under pavement, the special requirements shall control. Special care shall be taken not to damage the coating or wrapping of conduits.

D. Except for special materials for pavements, turf or seeded areas, and sidewalks the remainder of the trench shall be back-filled with material that is free of stones larger than 6 inches or $\frac{1}{2}$ the layered thickness, whichever is smaller, in any dimension. Backfill material shall be deposited in layers not exceeding 12 inches, and each layer shall be compacted to the minimum density specified as applicable to the particular area. Degree of compaction shall be 90 percent.

E. Unpaved surfaces disturbed during the installation of conduits shall be restored to their original elevation and condition. Topsoil shall be preserved carefully and replaced after the back-filling is completed Refer to Section 02630, Landscaping, for seeding and fertilizing requirements.

F. The CONTRACTOR shall patch pavement, sidewalks, curbs, and gutters where existing surfaces are removed for construction. Graded aggregate base course shall have a maximum aggregate size of $\frac{1}{2}$ inches. Base course shall be primed with a compatible tack coat prior to paving. Thickness of base course shall match existing but shall be at least 6 inches. Asphalt concrete shall be hot plant mixed and hot laid. Maximum aggregate size shall be $\frac{1}{2}$ inch and pavement thickness shall match existing thickness, but shall be at least 2 inches. Portland cement concrete pavement, sidewalks, curbs, and gutters, shall be repaired using 3,000 PSI concrete. Pavement thickness shall match existing thickness but shall be at least 6 inches. Sidewalk thickness and curb and gutter cross-sections shall match the existing.

G. Under paved areas or other areas indicated by the plans, back-fill trenches from 12 inches above the pipe to pavement base course in six-inch layers to 95 percent of maximum density as determined by AASHTO T180.

H. Under turf or seeded areas and sidewalks, back-fill trenches from 6 inches above the pipe to finished grade in 12 inch layers to 95 percent of maximum density as determined by AASHTO T180.



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-318

MEETING DATE: 03/21/2017

MINUTE BOOK NUMBER:

Brief Title: Approve Professional Services Agreement with Taffy Pippin Consulting, LLC

Title: Approve and authorize Mayor to execute professional services agreement with Taffy Pippin Consulting, LLC to develop and submit a Disadvantaged Business Enterprise Plan Update for the Bobby L. Chain Municipal Airport in the amount of \$3,200.00.

Type: Action Item

Drafter: Marie Harris

In Control: City Council

Reference: Lamar Rutland

Attachments: Agreement, MDOT DBE Email

File Created: 03/14/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File



February 21, 2017

City of Hattiesburg, MS
Mr. Lamar Rutland, PE
City Engineer
P O Box 1898
Hattiesburg, MS 39403

RE: 49 CFR, Part 26 UPDATE FY 2017
HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT
CITY OF HATTIESBURG, MS
LETTER OF AGREEMENT

Dear Mr. Rutland:

It is my understanding, that the City of Hattiesburg, MS desires to engage a consultant to develop a Disadvantaged Business Enterprise Plan Update for the Hattiesburg Bobby L. Chain Municipal Airport, for FY 2017 in accordance with 49 CFR, Part 26, associated with Federal Aviation Administration projects. Taffy Pippin Consulting, LLC is pleased to offer the following proposal to accomplish the above cited services.

Taffy Pippin Consulting, LLC will provide the City of Hattiesburg a Disadvantaged Business Enterprise Plan Update in accordance with the provisions of 49 CFR Part 26, "Participation by Disadvantaged Business Enterprise in DOT Programs". Our services will include the following:

1. Provide a proposed legal advertisement for public input into proposed DBE goals to the City within seven working days of the issuance of a "Notice to Proceed";
2. Develop Interim goals for DBE participation in FAA projects with its associated methodology for coordination with FAA within seven working days following the issuance of a "Notice to Proceed";
3. Within seven working days, following final input from the public pertaining to proposed DBE goals, establish final goals and methodology for submission to the FAA;
4. Develop a DBE Plan Update in accordance with 49 CFR, Part 26 suitable for coordination with the Southern Region of the FAA, Atlanta, Georgia;
5. Provide two copies of the final DBE Plan Update.

The City of Hattiesburg or its consultant will provide Taffy Pippin Consulting, LLC with data on which to base the proposed and final DBE goals for this Project.

Taffy Pippin Consulting, LLC will be paid the lump sum of Two Thousand Seven Hundred dollars for each FY that has a funded project, totaling the lump sum of Two Thousand Seven Hundred dollars, (\$2,700.00), for the above cited services for FY 2017 which will include all out of pocket expenses. The completed Disadvantaged Business Enterprise Plan Update will be provided to the City no later than twenty-one (21) working days following the issuance of a "Notice to Proceed".

Taffy Pippin Consulting LLC, will complete and submit the required Uniform Report via the FAA db-connect system for FY 2017. The lump sum of \$500.00 for the above cited services for FY 2017 will include all out of pocket expenses. This report will be based on information provided by the City or its consultant.

If the above conditions and services are acceptable to you would you please indicate your acceptance below. Your acceptance will also act as our "Notice to Proceed" on this important project.

Following your acceptance, if you would retain one copy of this document for your file and forward a signed copy to Taffy Pippin Consulting, LLC it would be greatly appreciated.

Thank you for the privilege of offering these services to the City of Hattiesburg, Mississippi, and the Hattiesburg Bobby L. Chain Municipal Airport in the development of this project, and should you have any questions please don't hesitate to call.

Sincerely,



Taffy Valdez Pippin
Consultant

Accepted _____

TVP:dp

Harris, Marie

From: Rutland, Lamar
Sent: Tuesday, March 14, 2017 9:26 AM
To: Harris, Marie
Subject: FW: DBE preparation for GA airports...

Lamar Rutland, P.E.

City of Hattiesburg
Director of Engineering
PH (601) 545-4540

From: Booth, Tommy [mailto:tbooth@mdot.ms.gov]
Sent: Tuesday, March 14, 2017 9:25 AM
To: Rutland, Lamar
Subject: DBE preparation for GA airports...

Lamar,

As a follow-up to our conversation, MDOT Aeronautics no longer contracts out the preparation of DBE plans for the general aviation airports. In the past, we would contract with a DBE consultant to prepare the plans. We would get a grant from the FAA to reimburse us 90% of the costs. Because of difficulties with the grant process during the last couple of years of doing this, we decided that it would be better for the airports to contract directly with a consultant to prepare the goals. If you have any questions regarding this, please don't hesitate to give me a call.

Have a great day,
Tommy

Thomas M. Booth, Jr., PE
Aeronautics Director
MS Department of Transportation
(601) 359-7850 phone



Join us!!
MS Airports Association Annual Conference
April 19-21, 2017 in Bay St. Louis, MS

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City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-317

MEETING DATE: 03/21/2017

MINUTE BOOK NUMBER:

Brief Title: 2017 Rightway to Throw Away Event Contract - Complete Environmental

Title: Authorize Mayor to execute agreement between City of Hattiesburg and Complete Environmental & Remediation Co., LLC, to provide collection and disposal services for the 2017 Household Hazardous Waste Event, to be held April 22, 2017, in conjunction with Forrest County, Lamar County, City of Petal, and the University of Southern Mississippi.

Type: Action Item

Drafter: Ginger Maddox

In Control: City Council

Reference:

Attachments: HHHW Complete Environmental STANDARD FORM OF AGREEMENT HHW 2017

File

Created: 03/14/2017

Budget Information: 001220.6885

Expenditure

Type: MDEQ Grant

Purchasing Item:

Publication
Information:

History of Legislative File

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of the 21st day of March in the year 2017 by and between City of Hattiesburg, (hereinafter called OWNER) and Complete Environmental & Remediation Co, LLC (hereinafter called CONTRACTOR).

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

Article 1. WORK.

Contractor shall complete all work as or indicated in the Contract Documents. The work is generally described as follows:

Provide complete labor and equipment to transport and dispose of all household hazardous waste collected from a County wide collection day on (enter date and time) Saturday, April 22, 2017, 8:00 a.m. to 2:00 p.m. at the Bobby Chain Airport and Lamar County Multi-Purpose Center.

Article 2. CONTRACT TIMES.

The work will be completed on day of event and ready for final payment within 60 days of completion.

Article 3. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined by agreed upon pricing, per HHHW Complete Environmental 2017 Pricing List (attached).

Article 4. INTEREST.

All moneys not paid when due as provided in HHHW Complete Environmental 2017 Pricing List (attached) shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 5. CONTRACTORS'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

5.1. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including "technical data."

5-2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance or furnishing of the work.

5.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.

5.4. CONTRACTOR is aware of general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

Article 6. MISCELLANEOUS.

6.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

6.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

6.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

6.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by the ENGINEER on their behalf.

This Agreement will be effective on _____, 20____ (which is the Effective Date of the Agreement).

OWNER: _____

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR: Complete Environmental & Remediation Co, LLC

Signature: Kati Kelley

Print: Kati M. Kelley

Title: Operations Manager

Date: March 2, 2017

PINEBELT AREA
HOUSEHOLD HAZARDOUS WASTE EVENT
2017 PRICING

1 MOBILIZATION / DEMOBILIZATION

Site Setup (including personnel, supplies, and equipment)

\$ - per event

2 LABOR

Project Leader and Seven Staff Members

\$ - per day

3 EQUIPMENT

\$ - per event

4 SUPPLIES

\$ - per event

5 TRANSPORTATION AND DISPOSAL

<u>Waste Stream</u>	<u>Per Pound</u>	<u>Per Linear Foot</u>	<u>Per 55 Gallon Drum</u>	<u>Per Cubic Yard Box</u>	<u>Per 20 Yard Roll Off</u>	<u>Per 30 Yard Roll Off</u>
Aerosols	\$ 2.22					
Corrosives	\$ 1.26					
Oxidizers	\$ 1.65					
Poisons	\$ 1.35					
Flammable Liquids Loosepacked	\$ 1.25			\$ 600.00		
Flammable Liquids Bulk	\$ 0.30		\$105.00			
Oil	\$ 0.25		\$105.00			
Batteries	\$ 1.30					
Mercury (thermostats, thermometers, & elemental)	\$ 5.15					
Mercury containing lamps and bulbs	\$ 1.90					
Haz & Non Haz Paint, Loosepacked	\$ 0.42			\$ 415.00	\$ 6,750.00	\$ 7,900.00
Haz & Non Haz Paint, Bulk	\$ 0.45		\$ 95.00			
Miscellaneous	\$ 5.50					
Flourescant Light Bulbs		\$ 0.49				

* Loosepack refers to many of like kind containers packaged into one larger container for shipping

PINEBELT AREA
HOUSEHOLD HAZARDOUS WASTE EVENT
2017 PRICING

* Bulk refers to paint or other liquids of like kind
being poured from their original container into a
drum for shipping

*CYD is Cubic Yard Box

*Hazardous and Non Hazardous paint will not be
segregated. All paint will be packaged together



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-297

MEETING DATE: 03/21/2017

MINUTE BOOK NUMBER:

Brief Title: Authorize Mayor to enter into a lease agreement be

Title: Authorize Mayor to enter into a lease agreement between the City of Hattiesburg and Rossmeyer Daytona Motorcycles Inc., for the lease of (12) twelve motorcycles for the Hattiesburg Police Department for (1) one year, commencing on April 1, 2017 and ending on March 31, 2018.

Type: Action Item

Drafter: Kermas Eaton

In Control: City Council

Reference:

Attachments: Lease Agreement- Harley

File Created: 03/10/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

MOTORCYCLE LEASE AGREEMENT

This Motorcycle Lease Agreement (the "Lease") is made this 1st day of December, 2016 by and between Rossmeyer Daytona Motorcycles Inc., DBA Bruce Rossmeyer's Daytona Harley-Davidson, 1637 North US HWY 1, Ormond Beach, FL 32174, ("Dealer" or "Lessor") and The City of Hattiesburg Police Department, (the "Department" or "Lessee"), whose address is #1 Government Plaza, Hattiesburg, Mississippi 39401 for the lease of police motorcycles (hereinafter referred to as "the vehicles") as described in Exhibit "A" attached hereto, for use by the Department's authorized employees in the performance of police-related or law-enforcement duties. The terms and conditions of the Lease are as follows:

1. **Term:** The term of this Lease shall be twelve (12) months commencing on April 1, 2017 and ending on March 31, 2018. Lessee shall have the right to extend or renew the term of this Lease for one year provided that Lessor agrees upon the same terms and conditions as provided in the Lease. In the event Lessee elects to exercise its option to renew the terms of this Lease then Lessee shall provide Lessor with written notice of its election. Such written notice must be submitted to the Lessor within 90 days of the end of the lease.

2. **Payment:** Lessee shall make monthly lease payments to Lessor in the amount of **\$345.00** for each vehicle commencing April 1, 2017. In the event Lessee is subject to budgetary constraints, an alternative payment plan for the lease (i.e. a lump-sum payment) can be arranged with Lessor.

3. **Miscellaneous Fees:** Lessee agrees to pay for all official fees in connection with the certificate of title, registration and license fees and any applicable taxes for each of the leased vehicles. Any cost associated with the installation of a police package, or any additional equipment purchased by the department for the vehicles will be the responsibility of the Lessee.

4. **Delivery and Return:** The Lessor shall deliver to Lessee the vehicles ready for service to the Hattiesburg Police Department, #1 Government Plaza, Hattiesburg, Mississippi. At the end of the lease the Lessor shall pick up the vehicles at the same location.

5. **Maintenance, Repairs and Operating Expenses:** Lessee is responsible for and agrees to pay for all maintenance and repairs to keep the vehicles in good working order and condition and other expenses associated with operating the vehicles that are not covered by warranty. Lessee agrees to service the vehicles by a certified technician according to the manufacturer's recommendations as outlined in the owner's manual for the vehicles and as requested by the manufacturer in any recall campaign. Lessee's use or repair of the vehicles must not invalidate any warranty. In addition to required maintenance the vehicles when returned to Lessor shall have only normal wear. Any damage by misuse, neglect, or damage from accidents will be the responsibility of the Lessee.

6. **Use and Subleasing:** Lessee agrees that the vehicles (a) will be operated only by authorized licensed drivers employed by Lessee as law-enforcement officers; (b) will be kept free of all fines, liens and encumbrances; (c) will not be used illegally, improperly, for hire, or contrary to the manufacturer's recommendations; and (d) will not be altered, marked or have equipment installed on them without Lessor's consent. Police emergency equipment and markings are acceptable.

7. **Insurance:** During the term of the Lease Lessee must maintain public liability and physical damage insurance on the vehicles that covers both Lessee and Lessor. Lessee agrees that the Department's own liability and personal injury protection insurance will provide primary insurance coverage up to its full policy limits. Lessor must be named as "additional insured" and "loss payee" on Department's insurance policy. Lessee will provide Lessor will evidence of this insurance. Lessee's insurance policy must provide that Lessor will be notified in writing at least 10 days before the insurance is cancelled or coverage altered and that Lessor, or its representatives, may have full access to any claim file in the event of an insurable loss. In the event of a total loss or destruction of vehicles, Lessee's maximum exposure shall be the Dealer's cost of the vehicle as shown on its books/records.

Lessor or Dealer shall provide the Lessee or Department with evidence of insurance as follows: Workers Compensation, General Liability, Automobile Liability, and Errors and Omissions (Professional) Liability.

Lessors or Dealers insurance shall apply only when the vehicles are in Dealer's care, custody or control.

8. **Notice of Accidents and Cooperation:** Lessee agrees to cooperate fully with Lessor and any insurance company in the investigation and defense of any and all claims arising from their possession and use of the vehicles. Lessee will make a complete report to Lessor within 48 hours after any accident, theft or loss involving the vehicles.

9. **Indemnification:** Lessee agrees to indemnify and hold Lessor, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorneys fees, arising out of the use of the vehicles while in the care, custody or control of the Lessee.

10. **Limitation of Liability:** Lessor shall not be liable for any indirect or consequential damages or inconvenience (except for those relating to personal injury) which may result to Lessor from any damages to, or defect in, the vehicles for the time needed to repair or service the vehicles. Monthly lease payments shall continue and not be reduced or delayed during this time. Lessor makes no express warranties covering the vehicles. In particular, Lessor makes no express warranties of vehicle condition, merchantability, durability or fitness for a particular purpose of use covering the vehicle, and Lessor expressly disclaims any such express warranties.

11. **Return of the Vehicles:** At the end of the Lease, the Department must return the vehicles to Lessor in good condition, without damage, excessive wear or use and with all the original equipment installed by the manufacturer.

- Vendor will not be responsible for accident or training damage
- Tank, fenders, and saddlebags will be free of dents
- Chrome edges of floor boards shall not be completely worn down
- Clutch and brake levers shall not be bent
- Windshields shall be free of scratches and distortion
- Tires must have a minimum of 4/32 tread depth

DAYTONA HARLEY DAVIDSON

THE CITY OF HATTIESBURG, MS

By: Shelly Rossmeyer-Pepe
Shelly Rossmeyer-Pepe
Vice-President

By: _____
Signature

Date: 11/30/2014

Title: _____

EXHIBIT "A"

December 1, 2016

Lessee's Name: The City of Hattiesburg Police Department

Model Year: 2017

Model Description: FLHP Road King, two-tone black/white with anti-lock brakes

Number of Units: 12

Vehicle Identification Number:

1-12



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-305

MEETING DATE: 03/21/2017

MINUTE BOOK NUMBER:

Brief Title: Authorize Mayor to execute a HOME Program Downpaym

Title: Authorize Mayor to execute a HOME Program Downpayment Assistance Award in the amount of \$6,159.00 to Kendra Pope and authorize issuance of a manual check for the same, per attached memorandum. {Entitlement}

Type: Action Item

Drafter: Kevin Jordan

In Control: City Council

Reference: La'Keylah White

Attachments: Downpayment Assistance Award

File Created: 03/13/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program claims

DATE: March 21, 2017

The following request for payment is being submitted for approval during the City Council's March 21, 2017 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Kendra Pope (check payable to: "Kendra Pope and Luckett Land Title, Inc.")
Activity:	Downpayment Assistance
Program:	HOME
Project Site:	901 N 30 th Ave
Amount Requested:	\$6,159.00
Purpose of Request:	Downpayment and closing costs
Work Provided by:	Primary Lender: Bancorp South

GRANT RECIPIENT/HOMEBUYER AGREEMENT

I/we, **Kendra Pope**, have read and understand the following conditions and program requirements that apply to my/our participation in the Home Investment Partnership (HOME) Homebuyer Assistance Grant Program.

1. HOME grant funds in the amount of **\$6,159.00** will be reserved to the extent they are available for HOME down payment assistance grant (forgivable loan) to subsidize the purchase of my/our home.
2. Eligible Usage of HOME down payment assistance funds are down payment or closing costs.
3. If approved, this agreement will be dated **3/21/2017**. The home must be acquired within sixty days of receiving the grant or special compliance of sweat equity is being used as part of the program to purchase the home.
4. The minimum period of affordability for a HOME assisted property is a restriction established by HUD based on the total amount of Home grant funds invested. The period of affordability for the purchase will be **5** years expiring on the anniversary of closing in **3/2022**. This period is enforced by a Deed Restriction executed at loan closing. A Deed Restriction is a document signed at closing to assure compliance with the period of affordability.
5. The appraised value of the property is **\$106,000.00**.
6. The home must be maintained as the primary residence throughout the period of affordability.
7. Resale Provision Applies: The following statements (a) and (b) apply to the resale provision (a) if buyer sells home, or if home is foreclosed, then subsequent purchaser must be low-income and occupy unit as principal residence. (b) Sale price must provide original buyer a fair return on investment and be affordable to reasonable range of low-income buyers; the presumption of affordability approach is used.
8. Participation in this program requires the completion of Homeownership Training/Counseling. Completion is documented by a certificate of completion. The homebuyer may be charged for this education/training.
9. HOME assisted properties are required to meet local housing codes. In the absence of local housing codes the home must meet HUD's Section 8 Housing Quality Standards (HQS). When FHA financing is involved, housing meeting HUD's Minimum Property Standards (MPS) will be acceptable.
10. HOME grant funds cannot be used to pay liens, judgments, or debt collections.
11. The Homebuyer must have assets on hand following closing of at least three (3) times the Monthly Housing Cost (PITI).
12. All properties built prior to 1978 must pass a visual lead-safe inspection.
13. There cannot be any unfair advantage or undue benefit to the homebuyer or others associated with the sale/purchase of the home that would create a conflict of interest.

14. At the time a mortgage loan application is completed, a Good Faith Estimate (GFE) will be signed by the loan applicant, fully disclosing an estimated amount of fees to be charged to the homebuyer at loan closing. Examples of customary fees include, but are not limited to realtor commission fee, appraisal fee, survey fee, flood certificate, termite inspection fee, loan origination, fee loan discount points, underwriting fee, document preparation fee, recording fees, courier fees, tax service fee, attorney fees, title insurance, mortgage insurance premium, and the customary prepaid items like insurance, interest, and taxes.
15. If there are fees charged at closing that are not fully disclosed on the GFE, the homebuyer has the right to question the fee and consult with the Grant Administrator at the City of Hattiesburg, Federal & State Programs Department (601-545-4597).
16. Earnest money may be paid by the homebuyer at the time a sale contract is signed. At loan closing, the amount deposited as earnest money will be used to reduce the loan amount.
17. A non-refundable credit report fee will be collected from the homebuyer at the time a mortgage application is submitted.
18. Homebuyers have the option of selecting the house of their choice, their own realtor, and their own financing institution from the list of approved City of Hattiesburg lenders.

I/We have read and understand the contents of this agreement and agree to the terms of the award.

Homebuyer(s): _____ Date: _____

_____ Date: _____

As the Participating Lender, all items have been discussed with the above homebuyer(s) and all questions have been answered.

Participating Lender: _____ Date: _____

As the administrator, all items have been discussed with the above homebuyer(s) and all questions have been answered.

Administrator: _____ Date: _____

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi

Downpayment Award Recipient

By: _____
Johnny L. Dupree, Mayor

By: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

**CITY OF HATTIESBURG, MS
HOME PROGRAM
HOMEBUYER WRITTEN AGREEMENT**

NOTICE TO HOMEBUYER: *This Agreement contains a number of requirements you must fulfill in exchange for the federal assistance you are receiving through the HOME Investment Partnerships Program (HOME Program). You should read each paragraph carefully and ask questions regarding any sections you do not fully understand. This agreement is intended to be separately enforceable from, and survive any prepayment of, the deferred loan and mortgage as set forth in Section 1 below. You should be sure that you thoroughly understand these documents before you sign them.*

THIS AGREEMENT is made and entered into this **21st day of March, 2017** by and between The City of Hattiesburg, a political municipality and parish of the State of Mississippi, hereinafter called the “participation jurisdiction” or the “PJ”, and **Kendra Pope** hereinafter referred to as the “Homebuyer”.

WITNESETH

WHEREAS, the City of Hattiesburg is a Participating Jurisdiction under the **HOME** Investment Partnerships Program (“HOME”) administered by the United States Department of Housing and Urban development (“HUD”); and

WHEREAS, the City of Hattiesburg has the authority to enter into a binding agreement for the expenditures of all or a portion of its HOME funds, program income, and matching funds; and

WHEREAS, the regulations of 24 CFR Part 92, known as the HOME Final Rule (as now in effect and as may be amended from time to time), which are incorporated by reference hereto and made a part hereof and constitutes a part of this Agreement govern the City of Hattiesburg’s implementation of the HOME program; and

WHEREAS, the PJ has determined that the homebuyer meets the eligibility requirements to purchase the single unit dwelling, including form of homeownership, property standards, and income determination for the property located at **901 N 30th Ave, Hattiesburg, MS 39401**, the closing on the purchase of which must occur no later than **May 22, 2017**; and

NOW, THEREFORE, in accordance with the mutual understanding and agreements set forth herein, the City of Hattiesburg, the PJ and Homebuyer agree as follows:

SECTION 1. Scope of Program

The PJ, by way of a Loan to the Homebuyer, will loan the Homebuyer the sum of **\$6,159.00**, which was provided to the City of Hattiesburg through the HOME Program, to assist the Homebuyer with downpayment, closing costs, and/or a portion of the purchase price of the Property, and therefore representing direct HOME assistance to the Homebuyer.

The Loan will be secured by a Mortgage and Promissory Note filed against the residence located at **901 N. 30th Ave, Hattiesburg, MS**. The Mortgage and Promissory Note will be released upon repayment of the loan under the terms set forth therein. This Agreement shall survive any prepayment of the Loan and release of the Mortgage that does not include a transfer of the property and continue for the full Affordability Period, as described in Section 2. This Agreement will expire once the Affordability Period has expired. The loan may remain in place and payable beyond the Affordability Period.

SECTION 2. Affordability Period

The period of affordability for the Property will be **5** years from the date the activity is shown as completed in HUD's Integrated Disbursement and Information System (IDIS), the "Completion Date". During this period (Affordability Period), the Homebuyer must maintain the Property as his/her principal place of residence at all times. The Homebuyer should be aware that the completion date will not occur until sometime after the execution of this agreement.

The PJ will provide a formal Witten notice to the Homebuyer of the Completion Date and the resulting expiration date of this Affordability Period and this Agreement. The expiration of this Agreement and the Affordability Period shall be the same. Additionally, this Agreement shall be amended to reflect the expiration date of the Affordability Period and such amendment, along with this Agreement, will be recorded in the land records of the City of Hattiesburg.

If the property is voluntarily or involuntarily sold or transferred to another party during the Affordability Period, the liability of the Homebuyer will be limited as set forth in Section 5 below.

SECTION 3. Property Value and Purchase Price Limits

The appraised value of the Property is **\$106,000.00**, the purchase price of the Property is **\$104,200.00**, which within the applicable HOME maximum purchase price limit for the City of Hattiesburg. The applicable purchase price limit is **\$200,140.00** for a new construction and **\$140,000.00** for rehabilitation.

SECTION 4. Principal Residence

This Agreement shall remain in force throughout the Affordability Period as long as the Property remains the principal residence of the Homebuyer. Should the Homebuyer cease to maintain the Property as his/her principal residence, rents the residence to another party, or converts the Property to a non-residential use; the Homebuyer will be in breach of this Agreement and will be required to repay the entire HOME investment amount. The entire HOME investment includes any direct HOME assistance to the Homebuyer described herein and includes any additional HOME funds provided by the City of Hattiesburg including any funds used for acquisition and development of the property and any HOME funds used to pay project-related soft costs.

As of the date this Agreement, the total HOME investment is estimated to be **\$6,159.00**, but a final accounting of costs will be completed as part of the project's official completion in HUD's IDIS system. Along with Notice of the Completion Date required in Section 2 above, the PJ will provide a formal written notice to the Homebuyer of the total HOME investment and amend this Agreement accordingly.

If the Property is voluntarily or involuntarily sold or transferred to another party during the Affordability Period, the liability of the Homebuyer will be limited as set forth in Section 5 below

SECTION 5. Recapture Agreement

In compliance with 92.254(a) (5), if Homebuyer sells or otherwise voluntarily or involuntarily transfers title to the Property during the affordability period, including transfer as a result of foreclosure, then the direct HOME assistance to the buyer will be recaptured by the PJ in accordance with the terms of section, as limited by the amount of available net proceeds. The term net proceeds is defined as the sale price less the balance due on superior mortgages and closing costs. The PJ reserves the right to determine whether the sale price is comparable to the sales price in an arms-length transaction for a similar unit and to evaluate the closing costs charged to the Homebuyer to ensure they are reasonable and customary.

The PJ will use the following calculation to determine the amount to be recaptured, and imposes these requirements in accordance with 24CFR 92.254 (a)(5)(ii)(A)(2), whereby there is a reduction of the amount subject to recapture, prorated,

1. Calculated the number of months that a beneficiary has satisfied the applicable Affordability period.
2. Divide that number by the total number of months of the applicable Affordability Period.
3. The resulting percentage is the proportion of the Affordability Period that has been satisfied.
4. Multiply the total award amount by this resulting percentage.
5. The resulting dollar amount is the portion of the award that reduces any amount subject to recapture.
6. Subtract the resulting dollar amount from the total award amount to determine the amount to be recaptured.
7. The city may only recapture funds if/when there are net proceeds from which an amount can be recaptured.

Example: A Homebuyer received HOME assistance in the amount of \$10,000, with an applicable affordability period of 5 years (60 months). After 20 Months, the beneficiary sells the house. The City will determine the 20 months of the affordability period was satisfied, which is 33.3% of the total period (20/60). Multiplying \$10,000 (total award) by 33.33% (portion satisfied) equals \$3,333. The total award can be reduced by this amount (\$10,000-\$3,333) to arrive at the amount to be recaptured - \$6,667. This \$6,667

is the maximum amount that can be recaptured and is subject to what net proceeds are available at sale. If only \$2,000 in net proceeds is available at sale, only \$2,000 will be recaptured. If \$20,000 in net proceeds is available at sale, only \$6,667 will be recaptured.

Further, the City acknowledges the provision of 24 CFR 92.254 (a)(5)(ii) that allows subsequent buyers to assume the remaining Affordability Period should the subsequent buyer be determined income-eligible for HOME purposes. This assumes that the new buyer does not receive any HOME assistance in the acquisition of the unit. Subsequent purchase by a buyer using HOME assistance in the acquisition will result in applicable recapture for the selling party and the establishment of a new affordability period for the new buyer based on the details of their own HOME assistance.

SECTION 6. Use of HOME Funds

The Homebuyer agrees that the Home assistance will be used as gap financing to assist with downpayment, closing costs, and/or the purchase price of the Property. This will reduce the total amount the Homebuyer will be required to borrow from a bank, credit union, or other lender in order to purchase the Property. The amount of HOME assistance will not be final until the PJ has completed all necessary underwriting and subsidy layering requirements.

SECTION 7. Low Income Homebuyer

The Homebuyer attests that the Homebuyer qualifies as a low income individual or household as defined by the HOME Program. "Low-income" is defined as an individual or household whose total income does not exceed 80% of the Area Median Income (AMI) as defined by HUD. The PJ uses the 24 CFR Part 5 definitions for determining income for a HOME-eligible beneficiary.

SECTION 8. Insurance Requirement

The Homebuyer must at all times during the duration of this Agreement maintain a valid and current hazard insurance policy on the Property for the current appraised or assessed value of the Property naming the PJ as an additional loss payee in primary coverage. Failure to maintain a valid and current insurance policy will be considered a breach of this Agreement, and the PJ will have the right to secure insurance for the Property and charge such costs to the Homebuyer or to foreclose on its Mortgage, if necessary, to protect the HOME Program investment. If the property is in a flood zone the homebuyer shall maintain a current and valid flood insurance policy on the property. Evidence of insurance must be provided at closing and annually thereafter.

SECTION 9. Property Maintenance

Homebuyer agrees not to commit waste and to use and maintain the Property in accordance with local zoning, land use, or property maintenance requirements.

SECTION 10. Default and enforcement

In the event the Homebuyer violates any terms of this agreement, including but not limited to the provisions of Section 4, The PJ may enforce the agreement by issuing a Notice of Violation to the Homebuyer. Upon receipt of such a notice, the Homebuyer agrees to remedy the violation within 30 days, or in the case of violation requiring longer cure periods the PJ may allow for a period of up to 90 days to correct the violation. In such cases, the Homebuyer must take action to begin corrections within 30 days. Upon Homebuyer's failure to correct the violation within the allotted period, the PJ may take additional corrective action including suing for specific performance, declaring a default in the Loan and initiating foreclosure proceedings, and seeking any other legal remedies available.

SECTION 11. Role of City of Hattiesburg

As the HOME Participating Jurisdiction, the City of Hattiesburg is ultimately responsible to HUD for compliance with all HOME requirements, including the enforcement of this Agreement and in particular its provision related to Principal Residency and Recapture.

Therefore, Homebuyer specifically acknowledges that any information, documents, certifications, warranties, or promises are being made to the City of Hattiesburg and are true and correct and that Homebuyer's financial situation has not changed significantly since the application was made. The Homebuyer acknowledges that any discrepancies or misstatements may result in Homebuyer's disqualification from participation in the PJ's programs and shall be deemed a breach of this Agreement, and Homebuyer will be required to repay the entire HOME investment amount.

Further, Homebuyer specifically acknowledges that the City of Hattiesburg may review, monitor, or seek to confirm the Homebuyer's ongoing compliance with the terms of this Agreement, and the Homebuyer agrees to provide such information as the PJ may reasonably require in the course of such monitoring or reviews, including but not limited to evidence that the Homebuyer is in compliance with Section 4.

City of Hattiesburg may issue Notice of Violation, require corrective action, or seek performance using any and all legal remedies available.

IN WITNESS WHEREOF, the authorized representatives hereto have caused their names to be affixed on the day and year first above written and for the purposes herein expressed.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
MAYOR **DATE**

ATTEST:

By: _____
CITY CLERK **DATE**

I, _____, A Notary Public for said Parish and State, certify that _____ personally came before me this day and acknowledged that they are official signatories of the City of Hattiesburg and that by authority duly given and as the act of the municipality, the foregoing instrument was signed in its name by its City of Hattiesburg Director, sealed with the corporate seal, and attested by herself as its City of Hattiesburg Parish Clerk.

WITNESS my hand and official seal, this the ____ day of _____, 20 _____,

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SEAL-STAMP

HOMEBUYER(S)

BY: _____

Print Name _____ Date _____

BY: _____

Print Name _____ Date _____

ATTEST:

MISSISSIPPI, City of Hattiesburg. I, a Notary Public of the Parish and State aforesaid, certify that _____ and _____ personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, 20____. My commission expires: _____.

NOTARY PUBLIC

SEAL-STAMP



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-299

MEETING DATE: 03/21/2017

MINUTE BOOK NUMBER:

Brief Title: Ratify and confirm the Mayor's re-appointments to

Title: Ratify and confirm the Mayor's re-appointments to the Cable Advisory Board for a term as follows:

1. Leonard Wyatt (OCL) 3/3/2017-3/2/2021
2. Sean Farrell (W4) 3/3/2017- 3/2/2021

Type: Action Item

Drafter: Kermas Eaton

In Control: City Council

Reference:

Attachments: Farrell- Datat Sheet, Wyatt- Data Sheet

File Created: 03/11/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Cable Advisory Board

TERM OF OFFICE: 4 years PERIOD: (3/3/17 -3/2/21) REPLACES:

TERM EXPIRED: X OR RESIGNED: Letter attached

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES ____ NO X

NAME OF PROPOSED APPOINTEE: Sean Farrell

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: 405 Rebecca Avenue

_HOME PHONE NUMBER: 601-584-3160 WARD: 4

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor DATE:

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Cable Advisory Board

TERM OF OFFICE: 4 years PERIOD: (3/3/17 -3/2/21) REPLACES:

TERM EXPIRED: X OR RESIGNED: Letter attached

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES ___ NO X

NAME OF PROPOSED APPOINTEE: Leonard Wyatt

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: 200 Bellegrass

HOME PHONE NUMBER: 601-297-8570 WARD: OCL

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-312

MEETING DATE: 03/21/2017

MINUTE BOOK NUMBER:

Brief Title: Project Resolution Requisition No. 65 - 2013 Bonds

Title: Adopt a Resolution authorizing Requisition No. 65 from the Project Fund Construction Account in connection with a certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Type: Resolution

Drafter: Marie Harris

In Control: City Council

Reference: Lamar Rutland

Attachments: 2013 Bond Resolution No. 65

File Created: 03/13/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. **65** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2013. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 65 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF DECEMBER 19, 2013, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on December 19, 2013 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$28,000,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City (the "Loan Agreement").

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **65** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$ 89,178.77** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **65** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Eighty-Nine Thousand One Hundred Seventy-Eight and 77/100 Dollars (\$ 89,178.77)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. **65** in the total aggregate amount of **Eighty-Nine Thousand One Hundred Seventy-Eight and 77/100 Dollars (\$ 89,178.77)** as authorized herein, as more particularly described in Exhibit A.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed for and on behalf of the City to take any and all action as may be required by the City to carry out and give effect to the aforesaid documents authorized pursuant to this Resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Resolution in order to evidence the authority.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **21st day of March, 2017.**

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **21st day of March, 2017.**

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$28,000,000.00 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Bonds") secured by \$28,000,000.00 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Note").

TO: Hancock Bank
 The Quarter Specialty Center
 1855 Lakeland Drive, Suite Q-230
 Jackson, Mississippi 39216
 ATTN: Trust and Financial Services Group

REQUISITION NO.: 65

DATE OF REQUISITION: 3/21/2017

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Thompson Brothers Drilling 5410 US Hwy 11 North Ellisville, MS 39437	105695.7245.09	\$ 46,783.47	Pay App 2	1500 GPM Water Well No. 2 Period: February 2 - February 28, 2017 MB: 2016-321
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.09	\$ 6,562.50	19527	Wesley WTP Well Period: February 1 - February 25, 2017 MB 2011-4/89-110 SDW #1273-W006
3	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.52	\$ 2,075.00	19547	Water Ph III - Mobile & Bouie Period: February 1 - February 25, 2017 MB: 2011-4/89-110 SDW #1273-W008
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.51	\$ 3,917.50	19546	Water Ph II - Palmers Crossing Period: February 1 - February 25, 2017 MB 2011-4/89-110 SDW #1273-W007
5	Shows, Dearman, Waits, Inc 301 Second Ave Hattiesburg, MS 39403-1711	105695.7245.11	\$ 3,330.00	19549	Water Line Ext on Old 98 and Runnels Period: February 1 - February 25, 2017 MB: 2011-4/89-110 SDW #1273-W011

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
6	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	\$ 9,767.50	19550	Water Improvements Ph V Period: February 1 - February 25, 2017 MB 2011-4/89-110 SDW #1273-W013
7	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	\$ 8,842.40	19529	Water Rate Study 2016 Period: February 1 - February 25, 2017 MB 2016-56 SDW #11230
8	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	\$ 7,600.40	19530	Sewer Rate Study 2016 Period: February 1 - February 25, 2017 MB 2016-56 SDW #11231
9	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	\$ 300.00	1042444 Ph 01 Task 21	WWTP Land App Mgt Task 9 General Consulting Period: December 1 - December 31, 2016 MB 2015-218-219 NS 12273.003
			<u>\$ 89,178.77</u>		



Engineering Progress

March 1, 2017

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

Attn: Lamar Rutland, P.E.

Re: 1500 GPM Wesley Well No. 2
City of Hattiesburg

Dear Lamar:

Enclosed please find Pay Estimate No. 2 in the amount of \$46,783.47 for the above referenced project.

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

Sincerely,

John T. Weeks, P.E.
Project Engineer

/aa

Enclosure

cc: Ivy Riley, Wade Phillips, SDW

105695.7245.09
2016-321

Y: Contracted Projects: 1500 GPM water well Plant 2

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

SHOWS, DEARMAN & WAITS, INC. - CONSULTING ENGINEERS -

Date: 2-28-2017

Project: 1500 GPM Wesley Well No. 2

Contractor: Thompson Brothers Drilling, Inc.

Pay Estimate No.: Two (2)

Pay Period: February 2, - February 28, 2017

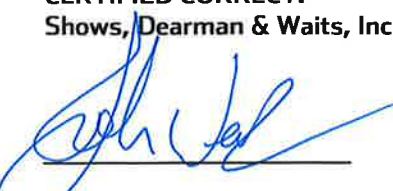
Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		On Cont. Qty.	Allowed This	Allowed To Date			
CONTRACT TOTAL: \$ 459,000.00							

1	TEST HOLE - 850 L.F. Deep	1	1	1	L.S.	\$155,000.00	\$ 155,000.00
2	16"X12" 1500 GPM WATER WELL - 820 L.F. Deep	1	0.5	0.5	L.S.	\$195,383.00	\$ 97,691.50
2A	ADD TO ITEM No. 2 PER FOOT OF COMPLETED WELL BELOW 820 L.F.	0			L.F.	\$400.00	\$ -
2B	DEDUCT FROM ITEM No. 2 PER FOOT OF COMPLETED WELL ABOVE 820 L.F.	0			L.F.	\$200.00	\$ -
3	12" MASTER WATER METER	1			L.S.	\$3,200.00	\$ -
4	YARD PIPING - 12" DUCTILE IRON	1			L.S.	\$38,740.00	\$ -
5	CHAIN-LINK FENCE/GATES	440			L.F.	\$15.40	\$ -
6	ELECTRICAL WORK	1			L.S.	\$26,950.00	\$ -
7	WELL CONTROLS	1			L.S.	\$30,951.00	\$ -
8	EROSION CONTROL	1	0.4	0.4	L.S.	\$1,000.00	\$ 400.00
9	GRASSING	1			L.S.	\$1,000.00	\$ -

% Complete 55%
 % Time Elapsed 32%

Total Earned - Regular Work	\$ 253,091.50
Less 5% Retainage	\$ 12,654.58
Less Stored Materials	\$ -
Total Due - Regular Work	\$ 240,436.93
Less Previous Payments	\$ 193,653.46
Net Amount Due This Estimate	\$ 46,783.47
Less Deductions	\$ -
Net Payment Due	\$ 46,783.47

CERTIFIED CORRECT:
 Shows, Dearman & Waits, Inc.



Project Engineer

APPROVED:



OWNER



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

March 1, 2017
Project No: 1273-W006
Invoice No: 19527

Project Manager John Weeks
Project 1273-W006 Wesley WTP Well
Professional Services from February 1, 2017 to February 25, 2017

Phase	CM	Construction Management					
Construction Cost		459,000.00					
Fee Percentage		9.00					
Total Fee		41,310.00					
Billing Phase		Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Phase Services		100.00	41,310.00	100.00	41,310.00	41,310.00	0.00
		Totals			41,310.00	41,310.00	0.00
		Total Fee					0.00

Professional Personnel

	Hours	Rate	Amount
SR. RESIDENT PROJECT REPRESENTATIVE			
Jackson, Terry	41.00	85.00	3,485.00
RESIDENT PROJECT REPRESENTATIVE			
Riley, Ivy	.50	105.00	52.50
PROJECT ENGINEER			
Sellers, Bennie	5.00	150.00	750.00
Weeks, John	13.00	175.00	2,275.00
Totals	59.50		6,562.50
Total Labor			6,562.50
Total this Phase			\$6,562.50
Total this Invoice			\$6,562.50

Outstanding Invoices

Number	Date	Balance
18093	7/1/2014	-4,290.00
19091	5/3/2016	489.80
19463	1/5/2017	1,137.50

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

105695.7245.09
2011-4/89-110 LR

Project	1273-W006	Wesley WTP Well	Invoice	19527
	19482	2/1/2017	6,277.50	
	Total		3,614.80	
			Total Now Due	\$10,177.30

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

March 1, 2017
Project No: 1273-W008
Invoice No: 19547

Project Manager Kyle Wallace

Project 1273-W008 ComSWIP Water Phase III - Mobile & Bouie

Professional Services from February 1, 2017 to February 25, 2017

Phase CM Mobile & Bouie - Construction Phase Svc

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	10.00	85.00	850.00	
PROJECT ENGINEER				
Wallace, Kyle	7.00	175.00	1,225.00	
Totals	17.00		2,075.00	
Total Labor				2,075.00
		Total this Phase		\$2,075.00
		Total this Invoice		\$2,075.00

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

105695.7245.52
2011-4/89-110
LR



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

March 1, 2017
Project No: 1273-W007
Invoice No: 19546

Project Manager Kyle Wallace

Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing

Professional Services from February 1, 2017 to February 25, 2017

Phase DD Palmer's Crossing - Design Phase

Professional Personnel

	Hours	Rate	Amount	
AUTO CAD TECHNICIAN				
Sullivan, Richard	.50	85.00	42.50	
GRADUATE ENGINEER				
Riley, Ivy	.50	100.00	50.00	
PROJECT ENGINEER				
Sellers, Bennie	2.00	150.00	300.00	
Wallace, Kyle	23.50	150.00	3,525.00	
Totals	26.50		3,917.50	
Total Labor				3,917.50
		Total this Phase		\$3,917.50
		Total this Invoice		\$3,917.50

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

105695.7245.51
2011-4/89-110 LR



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

March 1, 2017
Project No: 1273-W011
Invoice No: 19549

Project Manager Kyle Wallace
Project 1273-W011 Water Line Ext on Old 98 and Runnels
Professional Services from February 1, 2017 to February 25, 2017

Professional Personnel

	Hours	Rate	Amount
CONSTRUCTION OBSERVER			
Jackson, Terry	18.00	85.00	1,530.00
PROJECT ENGINEER			
Sellers, Bennie	4.00	150.00	600.00
Wallace, Kyle	8.00	150.00	1,200.00
Totals	30.00		3,330.00
Total Labor			3,330.00

Total this Invoice \$3,330.00

Outstanding Invoices

Number	Date	Balance
19443	1/5/2017	19,390.00
19497	2/2/2017	5,905.00
Total		25,295.00

Total Now Due \$28,625.00

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

105695.7245.11
2011-4/89-110 LR



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

March 1, 2017
Project No: 1273-W013
Invoice No: 19550

Project Manager Kyle Wallace

Project 1273-W013 COMSWIP WATER PH V - I-59 Crossing etal

Professional Services from February 1, 2017 to February 25, 2017

Professional Personnel

	Hours	Rate	Amount
AUTO CAD TECHNICIAN			
Sullivan, Richard	3.00	85.00	255.00
AUTO CAD TECHNICIAN			
Trahan, Beau	47.50	85.00	4,037.50
PROJECT ENGINEER			
Sellers, Bennie	32.50	150.00	4,875.00
Wallace, Kyle	4.00	150.00	600.00
Totals	87.00		9,767.50
Total Labor			9,767.50

Total this Invoice \$9,767.50

Outstanding Invoices

Number	Date	Balance
19512	2/3/2017	5,172.50
Total		5,172.50

Total Now Due \$14,940.00

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

105695.6015
2011-4 / 89-110
LR



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

March 1, 2017
Project No: 11230
Invoice No: 19529

Project Manager Shea McNease
Project 11230 Water Rate Study -2016
Professional Services from February 1, 2017 to February 25, 2017

Total Fee	88,424.00		
Percent Complete	80.00	Total Earned	70,739.20
		Previous Fee Billing	61,896.80
		Current Fee Billing	8,842.40
		Total Fee	8,842.40
		Total this Invoice	\$8,842.40

Outstanding Invoices

Number	Date	Balance
19437	1/5/2017	8,842.40
Total		8,842.40

Total Now Due \$17,684.80

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.



CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39403-1898

March 1, 2017
Project No: 11231
Invoice No: 19530

Project Manager Shea McNease
Project 11231 Sewer Rate Study - 2016
Professional Services from February 1, 2017 to February 25, 2017

Total Fee	76,004.00		
Percent Complete	80.00	Total Earned	60,803.20
		Previous Fee Billing	53,202.80
		Current Fee Billing	7,600.40
		Total Fee	7,600.40
		Total this Invoice	\$7,600.40

Outstanding Invoices

Number	Date	Balance
19436	1/5/2017	15,200.80
Total		15,200.80

Total Now Due \$22,801.20

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

105695.6015
2016-56

ch



December 31, 2016
Project No: NS.12273.003
Invoice No: 1042444 Ph 01 Task 21

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P O Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.003 City of Hattiesburg – Task #9 – Land App Program Mgmt Services

Professional Services from December 01, 2016 to December 31, 2016

Phase 001 Acquisition Phase

Consultants

Engineering	(Nathan Husman)	300.00	
Total Consultants	1.0 times	300.00	300.00

Total this Invoice \$300.00

105695.6015
2015-218-219



**City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of March 13, 2017**

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
1500 GPM Water Well @ Plant No 1		539,421.83
1500 GPM Wesley Well No. 2	46,783.47	240,436.93
18" Sewer Trunk Lines		1,462,533.86
Clear Sewer ROW & Easements		30,022.50
Comprehensive Sanitary Sewer Study Task 1		6,300.00
Construction of Drying Bed at North Lagoon		18,000.00
Hwy 98 Booster Station		43,522.75
Hwy 98 Elevated Water Tank		113,226.30
Hwy 98 Fire Lines		48,652.50
Inflow and Infiltration Study		4,096,939.46
James St Water Well # 3		629,887.99
No-Discharge Wastewater Treatment System		292,127.60
NS Task 10 South Lagoon Sampling		43,676.87
NS Task 7 Wastewater Treatment Phase A		3,272,829.24
NS Task 7 WWTP Phase B Final Design		2,767,719.81
NS Task 8 WWTP Access Road & Site Design2		265,151.26
NS Task 9 WWTP Land Application Mgt	300.00	265,261.84
Providence Sewer Repair		62,172.00
Sewer Improvements Ph I		123,469.75
Sewer Improvements Ph II		259,327.58
Sewer Improvements Ph III		504,373.26
Sewer Improvements Ph IV		2,690.00
Sewer Improvements Ph V		124,290.00
Sewer Improvements Ph VII		3,158,462.43
Sewer Rate Study 2016	7,600.40	64,603.40
Veteran's Blvd Water Connector		1,555,895.52
Water Improvements Ph I		115,051.65
Water Improvements Ph II	3,917.50	230,574.33
Water Improvements Ph III	2,075.00	1,775,879.24
Water Improvements Ph IV		132,482.50
Water Improvements Ph V	9,767.50	76,805.00
Water Line Old 98 & Runnels Rd	3,330.00	621,399.28
Water Rate Study 2016	8,842.40	70,739.20
Wesley Water Well # 2	6,562.50	39,680.00
WTP #2 Filter #6 Repairs		110,863.40
Grand Total	89,178.77	23,164,469.28

Hattiesburg, Mississippi does hereby certify to Hancock Bank, as trustee in respect to the referenced Bonds (the Trustee”):

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of December 19, 2013 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title: Mayor or City Clerk
(Authorized City Representative)



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-325

MEETING DATE: 03/21/2017

MINUTE BOOK NUMBER:

Brief Title: Extend state of emergency for an additional 30 days

Title: Extend state of emergency for an additional 30 days to allow for the ongoing cleanup resulting from the tornado that occurred on January 21, 2017.

Type: Action Item

Drafter: Lisa Luu

In Control: City Council

Reference:

Attachments:

File Created: 03/20/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-301

MEETING DATE: 03/21/2017

MINUTE BOOK NUMBER:

Brief Title: Authorize submission of grant application to Missi

Title: Authorize submission of grant application to Mississippi Department of Transportation for the FY 2017-2018 Transit Multi-Modal Fund in the amount of \$23,000 to fund partially the purchase of a bus for Hub City Transit to replace the bus destroyed by the tornado that hit Hattiesburg January 21, 2017; the other funds used to purchase the bus will be from the Federal Transit Administration's allocation, 5307 Urbanized Area Formula used for Operating and Preventive Maintenance of Hub City Transit in the amount of \$92,000.

Type: Action Item

Drafter: Lindsay Coleman,
Federal and State
Programs

In Control: City Council

Reference:

Attachments: Multimodal Application Profile, Vehicle Purchase Request Form, Application for Public Transit Funds, Project Justification

File Created: 03/11/2017

Budget Information: Under the Application for Public Transit Funds, the Transit Multimodal Milestones do not need to be filled out since this request is for the purchase of a bus only (according to MDOT).

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

Date: __3/14/17__

**PUBLIC TRANSIT DIVISION
MULTIMODAL APPLICATION PROFILE**

Applicant Organization: _____City of Hattiesburg_____

Project location: _____Hattiesburg, MS_____

Project Summary (Include purpose; justification, proposed timeline, outcome/deliverables):

The City of Hattiesburg's transit system, Hub City Transit, is requesting funds for the purchase of a new bus. One of Hub City Transit's 11 buses was totaled in the tornado that came through Hattiesburg on January 21, 2017. A new bus will be ordered, the bus will be delivered and inspected, the project will be complete and then the final quarterly report/reimbursement report will be submitted. The outcome of having a new bus among Hub City Transit's fleet is that the Hub City Transit will be able to operate at full working capacity, thereby serving the public's needs.

Total Project Cost @ 100% :	\$	115,000.00
Total Multimodal Funds Requested @ 20%:	\$	23,000.00
Total Multimodal Funds Requested @ 50%:	\$	0.00

Status of Existing MM Awards (include amount, purpose and percent complete)

Applicant was awarded \$ _13,000.00_____

Capital: __N/A_____ Balance: __N/A_____

Operation: _13,0000.00_____ Balance: __13,0000.00_____

Overall Balance: __13,0000.00_____

Enter vehicle size, number and type of equipment requested, including optional equipment & price in the table below.
 Multimodal funds are not to exceed the amount of your project's award. **If the cost of a vehicle(s) exceeds the amount of multimodal funds awarded, local match must be included to make up the difference.**

Capital Items / Vehicle Size	Number Requested	Class A,B,C (if applicable)	Optional Equipment / \$0.00 (i.e. Farebox \$)	Multimodal Funds	Local Match	Federal Funds 80%	Total Vehicle Cost
27' Bus (\$103,000.00)	1	Class B	Destination Sign/ \$3000.00; Wheelchair Tie/\$5,000.00; Reflect Decal/ \$2,500.00; Farebox/ \$1,500.00	\$23,000.00	\$0.00	\$92,000.00	\$115,000.00
							\$0.00
						\$0.00	
4.						\$0.00	
5.							
TOTAL:		N/A	N/A	\$23,000.00	\$0.00	\$92,000.00	\$115,000.00

Agency Name / Program:

City of Hattiesburg/Hub City Transit

Authorized Signature:

Print Authorized Name:

Mayor Johnny DuPree

Date:

Request for Transit Multi-Modal Funds

FY 2018

GENERAL INFORMATION				
Transit System Name City of Hattiesburg - Hub City Transit				
Location Hattiesburg, MS				
Sponsor City of Hattiesburg				
Address P.O. Box 1898				
City Hattiesburg		State MS	ZIP 39403-1898	
Prefix Ms.	Contact First Name La'Keylah	Mi.	Contact Last Name White	Suffix
Title Director of Federal and State Programs				
Phone Number (601) 554-4590		Fax Number (601) 545-6327		
E-mail Address lwhite@hattiesburgms.com				

COMMITTEE USE ONLY
Recommend for Approval
Date:
By:
MM-:

Not Recommended for Approval
Date:

MULTI-MODAL PROJECT DESCRIPTION
Include a brief narrative of what items or services are to be funded. Be sure to include specific amounts as well as number and types of items requested. The City of Hattiesburg's transit system, Hub City Transit, is requesting funds for the purchase of a new bus. One of Hub City Transit's buses was totaled in the tornado that came through Hattiesburg on January 21, 2017. The anticipated cost of this one bus is \$115,000. The City of Hattiesburg is requesting \$23,000 in Transit Multi-Modal Funds and will use the 5307, Urbanized Area Formula, allocation from FTA for the \$92,000 matching costs. The destroyed bus was being used actively in Hub City Transit circulation. Hub City Transit cannot fully function without having this bus in its fleet.

PROJECT ITEMS and COSTS				
Capital Projects @ 100%		Other Projects @ 100%		Applicants Federal Share @ 80% / 50%
Purchase Vehicles	\$ 115,000	Consultant Fees		(Capital @ 80% ; Operating @ 50%)
Rehab Vehicles		Operating Costs (attach budget)		
Equipment		Other Costs (attach budget)		
Other		Insurance		
Sub-Total Capital Cost	\$ 115,000	Sub-Total Other Cost	\$ 0	Total Applicant Federal Share \$ 92,000
Capital Projects		\$ 115,000		
Other Projects		+	\$ 0	
Total Project Cost		\$ 115,000		
Total Federal Share		-	\$ 92,000	
Total Amount of Multi-Modal funds Requested		\$ 23,000		

Calculation of Costs: Capital projects + Other projects= Total Cost. Then, Total Cost – Federal Share = Total Amount of Multimodal Funds.

Justification

From the Intermodal Planning website, download the file in the Public Transit box titled "Project Justification Document" (Word document).

Open the file and provide your answers to the following questions.

Questions	Point values
1. Describe how the project directly relates to overall capital improvements or asset management program/efforts (e.g., replacement, refurbishing or rehabilitation of vehicles and capital equipment).	(0-20 pts)
2. Describe how these funds will directly benefit the operation of the transit system.	(0-20 pts)
3. Describe how the proposed project supports or encourages coordination and/or collaborated transportation services.	(0-25 pts)
4. Provide an analysis of the return on investment or cost benefits to be derived from the project. (e.g., increased capacity, improved performance or increased operating efficiencies)	(0-15 pts)
5. Provide detailed description of the impact resulting from failure to fund this request.	(0-15 pts)
6. Any additional information the applicant would like for the Committee to consider in reviewing this request for funding.	(0-5 pts)

Maximum point value 100 pts

AUTHORIZED REPRESENTATIVE	
Name	Johnny L. DuPree, Ph.D.
Title	Mayor, City of Hattiesburg
Signature	Signature/Date not required on e-mailed file
Phone Number:	(601) 545-4501
Date Signed:	

Submit one (1) original, stapled of the Application Package by 4:00 pm on March 31, 2017 to

Shirley Wilson, Director
Public Transit Division, MDOT
P.O. Box 1850 - MC: 61-01
Jackson, MS 39215-1850

Phone: (601)359-7800
Fax: (601)359-7777
Email: swilson@mdot.ms.gov

FY2018 Transit Multimodal Milestones

Milestone	Projected Dates			Notes/Comments
	Construction	Equipment	Other	
Design Contract Awarded				not applicable
Design Complete				not applicable
RFP/IFB-Out for Bid				not applicable
Bids/Proposals Due				not applicable
Identify When Contract Awarded				not applicable
Construction Notice to Proceed				not applicable
Identify When Work Will Begin				not applicable
Equipment Ordered				Hub City Transit will order a bus.
Quarterly Progress Reports & Request for Reimbursements	January,	April,	July, October	
Equipment Delivered and Inspected				The bus will be delivered and inspected.
Project Complete				The project will then be complete.
Final Quarterly Report/ Reimbursement Request				The final quarterly report/reimbursement report will be submitted.

Project Justification - Public Transit

Transit System:

- 1. Describe how the project directly relates to overall capital improvements or asset management program/efforts (e.g., replacement, refurbishing or rehabilitation of vehicles and capital equipment). (0-20 pt)**

One of Hub City Transit's buses essential for operations was totaled in the January 21, 2017 tornado. The City of Hattiesburg is requesting funds for the purchase of a new bus to replace the one that was compromised by the storm. By replacing this destroyed bus, Hub City Transit will be closer to being at full working capacity. One of the four current bus routes is being split into two routes and a new bus route is being added this July; having another bus is needed to accommodate the two additional routes. One bus per route operates presently; the plan is to add an additional bus to one route every year, so as to increase the buses' frequency.

- 2. Describe how these funds will directly benefit the operation of the transit system. (0-20 pt)**

Having another vehicle in useable condition will enhance the current service Hub City Transit provides. Hub City Transit currently provides four regular routes and four vehicles for para-transit services. The regular routes run 6:00 a.m. through 6:30 p.m. Monday through Friday, aside from four holidays when there is no service. Hub City Transit is splitting one of its current routes into two, making a fifth route and then introducing a new sixth route, the Fourth Street Route/the Green Route, in July 2017. A new bus will strengthen the current fleet of buses Hub City Transit has; the new bus will also aid in the rolling out and the service of these two additional routes.

- 3. Describe how the proposed project supports or encourages coordination and/or collaborated transportation services. (0-25 pt)**

Having a full fleet of buses will allow for improved coordination of Hub City Transit. The bus destroyed in the tornado was being used actively in Hub City Transit circulation. Hub City Transit currently cannot fully function without having this bus, even before the new routes are added.

The University of Southern Mississippi (USM) approached Hub City Transit in early 2016, asking for assistance in providing transportation for their students on campus. A large number of the students at USM lack adequate transportation to and from school as well as on campus, and would benefit greatly from Hub City Transit having additional routes. The Fourth Street Route/the Green Route will have several stops along USM's campus as well as serve the community of Hattiesburg at large. Hub City Transit is also in the process of developing the Commuter Route. Current plans are that the Commuter Route will circumnavigate USM's campus every 15-20 minutes.

Project Justification - Public Transit

- 4. Provide an analysis of the return on investment or cost benefits to be derived from the project. (e.g. increased capacity, improved performance or increased operating efficiencies). (0-15 pt)**

Receiving a new bus will allow Hub City Transit to begin to function normally again as a transit system; it will also help Hub City Transit to move forward comfortably with introducing two additional bus routes to the public. This additional bus will allow Hub City Transit to operate at full working capacity, thereby further serving the public's needs. Operations will run much more smoothly and efficiently with the new bus as well as the fleet's performance will be much improved. Hub City Transit will be able to serve more members of the community with this additional bus too.

- 5. Provide detailed description of the impact resulting from failure to fund this request. (0-15 pt)**

If this request is not funded, Hub City Transit will not be able to provide adequate service to the community, residents or students of Hattiesburg. Without the additional bus in the fleet, Hub City Transit will not be well prepared in moving forward with the added bus routes. The new bus route is needed to accommodate the ever-growing population and demand for public transportation in Hattiesburg as well as assist students at USM and William Carey University.

- 6. Any additional information the applicant would like for the Committee to consider in reviewing this request for funding. (0-5 pt)**

The EF-3 tornado that came through Hattiesburg on January 21, 2017 dismantled Hub City Transit. The tornado destroyed the transit facility and each of the buses sustained significant damage. All buses had shattered windows and three buses were thrown into a nearby creek. The destroyed bus was one of the buses thrown into the creek. Hub City Transit was inoperable for four days; Coast Transit Authority in Gulfport lent the City of Hattiesburg four buses, which allowed bus services to resume. Hub City Transit is still using three of the buses from Coast Transit Authority and is still only operating at partial service. Full service will begin hopefully in the middle of April, as the City of Hattiesburg's buses that are salvageable will be done with repairs by then.



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-314

MEETING DATE: 03/21/2017

MINUTE BOOK NUMBER:

Brief Title: Authorize Mayor to execute a rental agreement betw

Title: Authorize Mayor to execute a rental agreement between the City of Hattiesburg and RJ Young in the amount of \$187.22 monthly for a period of 48 months for equipment, software, and services for a Canon IR C5535i Digital Color Copier/Printer/Scanner for the Department of Federal and State Programs Community Development Block Grant (CDBG) Division. {Entitlement}

Type: Action Item

Drafter: Anita Bratcher

In Control: City Council

Reference: La'Keylah White

Attachments: RJ Young Copier Rental Agreement - CDBG

File Created: 03/14/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

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

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between

CITY OF HATTIESBURG

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

1. **CUSTOMER ACCOUNT ESTABLISHMENT:**

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

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

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

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

5. **DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:**

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

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

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

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

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

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

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

8. PAYMENTS:

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

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

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

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

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

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

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

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

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

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

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

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

which the Customer shall not unreasonably withhold.

12. **ALTERATIONS, ATTACHMENTS, AND SUPPLIES:**

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

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

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

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

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

For the Vendor:

Name
Title
Address
City, State, & Zip Code

For the Customer:

Name
Title
Address
City, State, & Zip Code

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness my signature this the _____ day of _____, 20__.

Vendor: **RJ Young**

By: Buddy Wade
Authorized Signature

Printed Name: Buddy Wade

Title: Account Representative

Witness my signature this the _____ day of _____, 20__.

Customer: **CITY OF HATTIESBURG**

By: X
Authorized Signature

Printed Name: X

Title: X

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

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

State Contract Number: **#8200024359**

Vendor Company Name: **RJ Young**

Customer Agency Name: **City of Hattiesburg – Federal Programs**

Bill to Address: **P.O. Box 1898**

Ship to Address: **200 West Pine Street, Hattiesburg, Ms. 39401**

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Canon IR C5535i Digital Color Copier	\$187.00 per month
With Cassette Feeding Unit, Inner Finisher, Fax Module	

Rental Price includes: all parts, labor and toner for 3,000 black and 150 color copies per month.

Overage billed quarterly at \$.0092 for black and \$.0507 for color

Delivery Schedule and Installation Date: As soon as possible

Rental Term: **48 Months**

Start Date:

End Date:

Modifications: Per Mississippi State Contract



Vendor Signature



Customer Signature



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-311

MEETING DATE: 03/21/2017

MINUTE BOOK NUMBER:

Brief Title: Authorize Mayor to execute a rental agreement betw

Title: Authorize Mayor to execute a rental agreement between the City of Hattiesburg and RJ Young in the amount of \$128.00 monthly for a period of 60 months for equipment, software, and services for a HP T930 PS Color Plotter for the Department of Federal and State Programs Metropolitan Planning Organization (MPO).

Type: Action Item

Drafter: Anita Bratcher

In Control: City Council

Reference: La'Keylah White

Attachments: RJ Young Rental Agreement - MPO/GIS

File Created: 03/13/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

Cost Per Copy Agreement				Customer Purchase Order A. Bratcher				Sales Rep #					
Billing Location				Install Location									
Full Customer Name – Include Inc., Corp., LLC etc. City Of Hattiesburg Federal Programs				Customer Name City Of Hattiesburg Train Depot									
				Department GIS Office			County Forest						
Street Address 200 Forrest St				Street Address 308 Newman Street									
City Hattiesburg			State MS	Zip+4 39401		City Hattiesburg			State MS	Zip+4 39401			
Contact Name Anita Bratcher			Phone # 6015456325		Fax #		Meter Contact Anita Bratcher			Phone # 6015456325		Fax #	
Email abratcher@hattiesburgms.com				Email abratcher@hattiesburgms.com									

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	HP		HP Designjet T930 PS			
Trade-In/Buyout (Items to be picked up)					Total This Page	
					Total From Add'l Equipment List	
					Sales Tax	
				Tax Exempt ☐ Yes ☒ No Attach Exemption Certificate	Total	

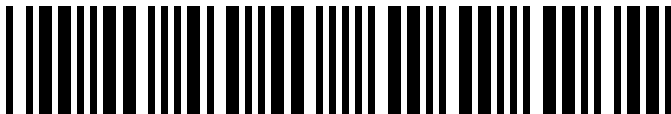
1) The equipment specified above will be provided at the following rates:

Commencement Date	Term	Security Deposit	Total Minimum Payment	Minimum Billing Frequency		Overage Billing Frequency	
	60		\$128.00	Monthly		Monthly	
Monthly Minimum Number of B&W Copies		Overage Rate per B&W Copy		Monthly Minimum Number of Color Copies	Overage Rate per Color Copy	Agreement Includes ☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No ☒ Yes ☐ No ☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No Master Unit Color Supplies Drum/Photo Conductor Imaging Units Parts/Labor Toner/Dispersant Developer Other	
Monthly Minimum Number of Square Feet		Overage Rate per Square Foot		Monthly Minimum Number of Linear Feet	Overage Rate per Linear Foot		
Monthly Minimum Number of B&W Prints		Overage Rate per B&W Print		Monthly Minimum Number of Color Prints	Overage Rate per Color Print		
Monthly Minimum Number of Misc		Overage Rate per Misc		Monthly Minimum Number of Misc 2	Overage Rate per Misc 2		
						☐ New Account ☒ New Equipment ☐ Upgrade ☐ Remanufactured Equipment ☒ Additional Unit ☐ Used ☐ MAM ☐ Yes ☒ No MICR Toner	

Remarks:

Agreement includes freight, delivery, installation & training. Warranty agreement includes service calls, parts and labor. Consumables (ink cartridges, paper, print head (’s), cutter assembly and maintenance cassette) are excluded.

Additional terms and conditions on page 2.			
Signature: _____		Sales Rep: _____ Date: _____	
Print Name: _____			
Title: _____ Date: _____		Sales Manager: _____ Date: _____	



*This is a non-cancelable agreement***Order #****FIFG00**

2. **RENTAL AGREEMENT.** You agree to rent the equipment described in this Cost per Copy agreement (collectively "Equipment"). This Agreement will begin on the commencement date listed in the Cost Per Copy Agreement (CPC). You agree to pay us any required Security Deposit when you sign this Agreement. Your CPC Payment consists of the Periodic Equipment Payment and the Periodic Supply Maintenance Payment. The Excess Charge Per Copy is the variable charge for maintenance services and supplies (as set forth in this Agreement) for copies in excess of Minimum Copy Requirement for the applicable period. Unless otherwise set forth in this Agreement, each CPC payment is due and payable monthly. The Minimum Monthly Payment is due whether or not you receive an invoice from us. Excess Charge Per Copy amounts are payable as invoiced by us following the end of each Billing Period. If in any period you make fewer copies than the Periodic Copy Requirement, you cannot carry over that amount to any other period. We have the right to increase, without written notice, the Periodic Supply Maintenance Payment and the Excess Charge per Copy on an annual basis. You will provide us with accurate meter readings for each item of Equipment when and by such means as we request. **YOU AGREE THAT WE MAY ESTIMATE THE NUMBER OF COPIES PRODUCED IF A METER READING IS NOT RECEIVED BY US WITHIN 5 DAYS OF THE DATE WE SPECIFY. IF AN ACTUAL METER READING IS RECEIVED WITHIN 90 DAYS OF THE BILLING DATE FOR THE EXCESS COPIES, AN ADJUSTMENT WILL BE MADE. NOTWITHSTANDING ANY ADJUSTMENT, YOU WILL NEVER PAY LESS THAN THE PERIODIC CPC PAYMENT.** Single copy charges apply up to 8.5" x 14". For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. You will make all payments required under this Agreement to us at the address we may specify in writing. Unless a proper exemption certificate is provided applicable sales and use taxes will be added to the Payment. If any Payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is the maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.

3. **CONNECTION TO COMPUTERS/NETWORKS.** RJY offers complimentary installation of manufacturer print drivers and software for any connectable equipment listed in this agreement. Installation is performed by support personnel. Customer agrees to provide access and information required to complete the requested installation. Customer will provide all necessary network cabling required for installation. If RJY performs the Installation/Connection, the customer agrees that RJY is responsible for only completing the installation and setup of the equipment listed in this agreement. The initial installation and any additional basic configurations are covered at no charge for the first 90 days under the condition that the customer has made no changes to their network during that period. Installations requiring extensive configuration will be quoted separately and performed upon request. After the initial 90 day period, any network connectivity support requested by the customer will be billed at RJY's then current charge rate for connectivity support. RJY will not be held liable for any errors, property damage, loss of time or profit, consequential or incidental damages of any kind arising as result of operating any software provided with the purchase of a manufacturer's product or downloaded from a manufacturer's website.

4. **TITLE; RECORDING.** We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances.

5. **USE.** You shall use the Equipment in a careful and proper manner in conformance with manufacturer's specifications and all laws, ordinances and regulations in any way relating to the possession or use of the Equipment. Customer represents that these products are NOT acquired for personal, family, or household purposes.

6. **INDEMNIFICATION.** You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to the installation, ownership, maintenance, use, rental, possession, or delivery of the Equipment. You agree to reimburse us for and, if we request, to defend us against any Claims.

7. **ASSIGNMENT.** You agree not to sell, assign, transfer or sublease the equipment or your interest in this Agreement. We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.

8. **LOSS OR DAMAGE.** You are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Agreement. You are required to make all CPC payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amount equal to the net present value of all unpaid CPC Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded annually, plus all other amounts due or that may become due under this Agreement. If you have satisfied your obligations under this Section 9, we will forward to you any insurance proceeds that we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.

9. **TAXES AND FEES.** You agree to show the Equipment as "Leased Property" on all personal property tax returns. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Agreement or the Equipment that are now or in the future assessed or levied by any state, local or government authority.

10. **EQUIPMENT LOCATION; RETURN.** You will keep and use the Equipment only at the Equipment Location shown in this Agreement. You may not move the Equipment without our prior written consent. You will provide adequate space and electrical services for the operation of the Equipment. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. Upon the expiration or earlier termination of this Agreement, you will deliver the Equipment to us, in good condition, full working order and in complete repair, except ordinary wear and tear. We will pick up the Equipment provided that the Equipment is in our servicing territory. If the Equipment is outside our servicing territory, you will crate, insure, and ship the Equipment, in good working condition, to us by means we designate, with all expenses to be prepaid by you. You will be responsible for any damage to the Equipment during shipping.

11. **RENEWAL.** Unless you give us at least 30 days written notice before the end of the initial term or any renewal term of this Agreement, this Agreement will automatically renew for an additional one year renewal term. During such renewal term(s) the CPC Payment will remain the same (subject to the annual adjustment provided in Section 2 above). We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term.

12. **YOUR REPRESENTATIONS.** You state for our benefit that as of the date of this Agreement: (a) you have the lawful power and authority to enter into this Agreement; (b) the individuals signing this Agreement have been duly authorized to do so on your behalf; (c) by entering into this Agreement you will not violate any law or other agreement to which you are a party; (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement; and (e) all financial information you have provided us is true and accurate and provides a good representation of your current financial condition.

13. **YOUR PROMISES.** In addition to the other provisions of this Agreement, you agree that during the term of this Agreement (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership; (b) you will provide to us such financial information as we may reasonably request from time to time; and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligation under this Agreement.

14. **DEFAULT.** You will be in default under this Agreement if any of the following events occur: (a) you fail to make any CPC payment or other sum when due; (b) you fail to comply with any other term or condition of this Agreement or any other agreement between us, or fail to perform any obligation imposed upon you relating to this Agreement or any such other agreement; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; (e) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.

15. **REMEDIES.** In the event you default under this Agreement, as defined above, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under law: (a) cancel this Agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts AND ALL AMOUNTS THAT WILL BECOME DUE IN THE FUTURE DURING THE UNEXPIRED TERM, plus the "residual value" of the Equipment as determined by us in our sole but reasonable judgment, plus all other fees, charges or amount that are then due, plus all of our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession. In this event, you agree that, after the Equipment is repossessed, you will have no further rights in the Equipment, and you agree we may resell, re-lease or otherwise remarket the Equipment without notice to you. You agree (and you waive any rights that may provide to the contrary) that we will NOT be required to repossess, resell, re-lease or otherwise remarket the Equipment at any time, and that our failure to do so will not affect our other rights of collection and other rights under this Agreement or under law.

16. **NOTICES.** All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. At any time after this Agreement is signed, you or we may change an address by giving notice to the other of the change.

17. **MISCELLANEOUS.** This Agreement contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. Once this agreement is signed by you, the agreement constitutes an OFFER to you, and will not be binding until ACCEPTED by us, as evidenced by the signature of the Corporate Office. Any change in the terms and conditions of this Agreement must be in writing and signed by one of our Officers. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. If a court finds any provision of this Agreement to be unenforceable, the remaining terms of the Agreement shall remain in effect.

18. **JURISDICTION.** You and any Guarantor agree that this Agreement will be deemed fully executed and performed in the State of Tennessee and will be governed by Tennessee law. **YOU AND ANY GUARANTOR EXPRESSLY AGREE TO: (A) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF TENNESSEE; (B) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN TENNESSEE; AND (C) WAIVE ANY RIGHT TO A TRIAL BY JURY.**

19. **INTERPRETATION.** As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

20. Customer will be enrolled in the RJ Young online customer portal (ePASS). This online portal allows authorized users designated by customer to order supplies, place service calls, pay invoices, view bills and view account information online.



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-293

MEETING DATE: 03/21/2017

MINUTE BOOK NUMBER:

Brief Title: Acknowledge receipt of copy of the audit of the Fi

<u>Title:</u> Acknowledge receipt of copy of the audit of the Financial Statements of The Library of Hattiesburg, Petal and Forrest County for the fiscal year ended September 30, 2016.
--

Type: Action Item

Drafter: Sharon Waits

In Control: City Council

Reference:

Attachments: FY 2016 Audit of The Library

File Created: 03/09/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

**Library of Hattiesburg, Petal, and Forrest County
Financial Report
With Additional Information
For the Year Ended September 30, 2016**

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY

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HERZOG CPA COMPANY, PLLC

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Phone 601-271-8860 • Fax 601-271-8921

1020 Northpark Drive • Ridgeland, Mississippi 39157

INDEPENDENT AUDITORS' REPORT

January 31, 2017

Members of the Library Board

The Library of Hattiesburg, Petal, and Forrest County

Hattiesburg, Mississippi

Report on the Financial Statements

We have audited the accompanying basic financial statements of The Library of Hattiesburg, Petal and Forrest County, for the year ended September 30, 2016, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of The Library of Hattiesburg, Petal and Forrest County, as of September 30, 2016, and the respective changes in financial position and cash flows for the year ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Schedule of the Proportionate Share of the Net Pension Liability, the Budgetary Comparison Schedule, the Schedule of the Library's Contributions and corresponding notes be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The Library has omitted Management's Discussion and Analysis that accounting principles generally accepted in the United States of America required to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, and historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 31, 2017, on our consideration of The Library of Hattiesburg, Petal, and Forrest County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing on internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.


HERZOG CPA COMPANY, PLLC

**THE LIBRARY OF HATTIESBURG, PETAL,
AND FORREST COUNTY
FINANCIAL STATEMENTS**

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Statement of Net Position
September 30, 2016

Assets	
Cash and cash equivalents	\$ 2,536,539
Property tax receivables	89,731
Prepaid assets	38,925
Fixed assets, net of accumulated depreciation	730,530
Total Assets	<u>3,395,725</u>
Deferred Outflows of Resources	
Deferred outflows related to pension	258,074
Total Deferred Outflows of Resources	<u>258,074</u>
Total Assets and Deferred Outflows of Resources	<u>3,653,799</u>
Liabilities	
Current Liabilities	
Accounts payable and accrued liabilities	25,251
Long-term liabilities	
Due in more than one year	
Accrued compensated absences	47,670
Net pension liability	2,143,500
Total Liabilities	<u>2,216,421</u>
Deferred Inflows of Resources	
Deferred inflows related to pension	4,165
Total Deferred Inflows of Resources	<u>4,165</u>
Total Liabilities and Deferred Inflows of Resources	<u>2,220,586</u>
Net Position	
Net investment in capital assets	730,530
Restricted for unemployment insurance	5,000
Unrestricted	697,683
Total Net Position	<u>\$ 1,433,213</u>

See accompanying notes and accountants' report.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Statement of Activities
For the Year Ended September 30, 2016

Revenue	
Property taxes	\$ 1,701,743
Intergovernmental	193,778
Interest on investments	6,463
Contributions and donations	4,248
Library fines and fees	65,754
Other miscellaneous	997
Total revenue	<u>1,972,983</u>
Expenses	
Salaries and fringe benefits	1,297,096
Supplies	38,137
Professional and contractual services	20,345
Conferences, workshops, and travel	8,346
Insurance and bonds	45,030
Utilities	81,288
Repair and maintenance	265,833
Depreciation	394,264
Total expenses	<u>2,150,339</u>
Other Revenue (Expense)	
Loss on disposal of assets	<u>(31)</u>
Change in Net Position	(177,387)
Net Position-Beginning of year	<u>1,610,600</u>
Net Position-End of year	<u>\$ 1,433,213</u>

See accompanying notes and accountants' report.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Statement of Activities
For the Year Ended September 30, 2016

Function/Program	Expenses	Program Revenue		Net (Expenses)
		Charges for	Operating	Revenue and
		Services	Grants	Changes in Net
				Position-
				Governmental
				Activities
Function/Program	\$ (2,150,370)	\$ 65,754	\$ -	\$ (2,084,616)
Governmental activities-				
Library services/operations				
General revenue				
Property taxes				1,701,743
Intergovernmental				193,778
Interest on investments				6,463
Contributions and donations				4,248
Other miscellaneous				997
Total general revenue				1,907,229
Change in Net Position				(177,387)
Net Position-Beginning of year				1,610,600
Net Position-End of year				\$ 1,433,213

See accompanying notes and accountants' report.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Balance Sheet
September 30, 2016

Assets

Cash and cash equivalents	\$ 2,536,539
Receivables	89,731
Prepaid assets	38,925
Total assets	<u>\$ 2,665,195</u>

Liabilities and Fund Balance

Liabilities

Accounts payable and accrued liabilities	<u>\$ 25,251</u>
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Fund Balance

Nonspendable:	
Prepaid assets	38,925
Restricted for:	
Culture and recreation	5,000
Unassigned	2,596,019
Total fund balance	<u>2,639,944</u>
Total liabilities and fund balance	<u>\$ 2,665,195</u>

Total fund balance-modified accrual basis	\$ 2,639,944
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Amounts reported in the statement of net position are different because:

Capital assets are not financial resources, and are not reported in the funds.	730,530
Compensated absences are included as a liability	(47,670)
Deferred outflows of resources related to pension reported in governmental activities is not a financial resource, and therefore, is not reported in the funds.	258,074
Long-term liabilities are not due and payable in the current period, and therefore, are not reported in the funds.	(2,143,500)
Deferred inflows of resources related to pension are not due and payable in the current period, and therefore, are not reported in the funds.	<u>(4,165)</u>
Net position of general fund-full accrual basis	<u>\$ 1,433,213</u>

See accompanying notes and accountants' report.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Statement of Revenue, Expenditures, and Changes in Fund Balance
For the Year Ended September 30, 2016

Revenue

Property taxes	\$ 1,701,743
Intergovernmental	193,778
Interest on investments	6,463
Contributions and donations	4,248
Library fines and fees	65,754
Other miscellaneous	997
Total revenue	<u>1,972,983</u>

Expenditures

Salaries and fringe benefits	1,050,930
Supplies	48,275
Library books and materials	269,403
Professional and contractual services	20,345
Conferences, workshops, and travel	8,346
Insurance and bonds	45,030
Utilities	81,288
Repair and maintenance	265,833
Total expenditures	<u>1,789,450</u>

Excess of revenue over expenditures	183,533
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Fund balance - Beginning of year	<u>2,456,411</u>
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Fund balance - End of year	<u><u>\$ 2,639,944</u></u>
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See accompanying notes and accountants' report.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Reconciliation of the Statement of Revenue, Expenditures and
Changes in Fund Balance to the Statement of Activities
For the Year Ended September 30, 2016

Net change in fund balances-modified accrual basis	\$ 183,533
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Amounts reported in the statement of activities are different because:

Capital outlays are reported as expenditures in the Statement of Revenue, Expenditures, and Changes in Fund Balance; in the Statement of Activities, these costs are allocated over their estimated useful lives as depreciation:

Loss on disposal	(31)
Library books and materials	269,403
Depreciation	(394,264)
Capital asset additions	10,139

Decrease in the accrual for long-term compensated absences	16,200
(Increase) in other post employee benefits payable	<u>(262,367)</u>

Change in net position of general fund-full accrual basis	<u><u>\$ (177,387)</u></u>
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See accompanying notes and accountants' report.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY

Notes to Financial Statements For the Year Ended September 30, 2016

Note 1 – Nature of Organization and Summary of Significant Accounting Policies

The Library of Hattiesburg, Petal, and Forrest County (The Library), is a City/County Library which provides library services to the citizens of the City of Hattiesburg, the City of Petal, and Forrest County. The Library is completely dependent upon these municipalities and the County as they jointly provide The Library's operating funds (property taxes), facilities, land, equipment, furniture and fixtures. However, the Library is not a component unit of any of the participating governments.

The accounting policies of The Library conform to accounting principles generally accepted in the United States of America as applicable to governmental units. The following is a summary of the significant accounting policies:

In June 1999, the GASB issued Statement No. 34, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments*. Certain of the significant changes in the Statement include the following:

- A Management's Discussion and Analysis (MD&A) section providing an analysis of the Library's overall financial position and results of operations
- Financial statements prepared using full accrual accounting for all of the Library's activities
- A change in the fund financial statements to focus on the major funds

These and other changes are reflected in the accompanying financial statements including notes to financial statements.

Reporting Entity

The Library was established as a special-purpose government under Mississippi Code Sections 39-3-1. It is a jointly governed entity (joint venture), as allowed by Mississippi Code Section 39-3-9, governed by the City of Hattiesburg, the City of Petal, and Forrest County. The Library's board of trustees is appointed by the City of Hattiesburg (6), the City of Petal (3), and Forrest County (6). The Library is not a taxable entity and does not file an income tax return.

The Library is primarily funded through a tax levy, fines and fees, and charitable donations. Revenue is used to operate and staff the Library. The accompanying general purpose financial statements have been prepared in accordance with criteria established by the Governmental Accounting Standards Board for determining the various governmental organizations to be included in the reporting entity. Based on the significance of any operational or financial relationships with the Library, there are no component units to be included in these financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The Library's basic financial statements include both government-wide (reporting the Library as a whole) and fund financial statements (reporting the Library's major funds).

Government-wide Financial Statements

The government-wide financial statements (i.e., the statement of Net Position and the statement of activities) are reported using the economic resources measurement focus and the accrual basis of accounting. Revenue is recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY

Notes to Financial Statements For the Year Ended September 30, 2016

Note 1 – Nature of Organization and Summary of Significant Accounting Policies (continued)

The Statement of Net Position includes and recognizes all long-term assets and receivables as well as long-term debt and obligations. The Library's Net Position are reported in three parts – invested in capital assets, net of related debt; restricted Net Position; and unrestricted Net Position.

The statement of activities demonstrates the degree to which the direct expense of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenue includes (1) charges to library patrons who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meet the operational or capital requirements of a particular function or segment. Taxes and other items are not properly included among program revenues, and are reported instead as general revenue.

Equity Classifications

Government-wide Financial Statements:

Equity is classified as Net Position and displayed in three components:

Net investment in capital assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes or other borrowings attributable to the acquisition, construction or improvements of those assets.

Restricted Net Position – Consists of Net Position with constraints placed on the use either by external groups such as creditors, grantors, contributors, or laws and regulations of other governments; or law through constitutional provisions or enabling legislation.

Unrestricted Net Position – All other Net Position not meeting the definition of "restricted" or "net investment in capital assets."

Fund Financial Statements

Governmental financial statements are presented using a current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized in the accounting period when they are both measurable and available to finance operations during the year or to liquidate liabilities existing at the end of the year. Available means collected in the current period or within 60 days after year end to liquidate liabilities existing at the end of the year. Measurable means knowing or being able to reasonably estimate the amount. Expenditures are recognized in the accounting period when the related fund liabilities are incurred. Debt service expenditures and expenditures related to compensated absences and claims and judgments, are recognized only when payment is due. Property taxes, state appropriations, and federal awards are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period.

The Library reports the following major Governmental Fund:

General Fund – This fund is used to account for all activities of the general government for which a separate fund has not been established.

Fund balances for governmental funds are reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY

Notes to Financial Statements For the Year Ended September 30, 2016

Note 1 – Nature of Organization and Summary of Significant Accounting Policies (continued)

Fund Financial Statements (continued)

Government fund balance is classified as nonspendable, restricted, committed, assigned or unassigned. The following are descriptions of fund classifications used by the Library:

Nonspendable fund balance includes amounts that cannot be spent. This includes amounts that are either not in a spendable form (inventories, prepaid amounts, long-term portion of loans/notes receivables, or property held for resale unless the proceeds from the collection of those receivables or the sale of those properties are restricted, committed or assigned) or amounts that are legally or contractually required from to be maintained intact, such as a principal balance of a permanent fund.

Restricted fund balance includes amounts that have constraints placed upon the use of the resources either by an external party or imposed by law through a constitutional provision or enabling legislation.

Unassigned fund balance is the residual classification for the General Fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed or assigned to specific purposes within the General Fund. The General Fund should be the only fund that reports a positive unassigned fund balance amount. In other governmental funds if expenditures incurred for specific purposes exceeded the amounts restricted, committed or assigned to those purposes, it may be necessary to report a negative unassigned fund balance.

When an expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned or unassigned) resources are available, it is the Library's general policy to use restricted resources first. When expenditures are incurred for purposes for which unrestricted (committed, assigned or unassigned) resources are available, and amounts in any of these unrestricted classifications could be used, it is the Library's general policy to spend committed resources first, followed by assigned amounts, and then unassigned amounts.

Financial Statement Amounts

Bank Deposits and Investments – The Library has defined cash and cash equivalents to include cash on hand, demand deposits, and short-term investments with a maturity of three months or less when acquired.

Property Taxes Receivable – Property taxes receivable represents property taxes already levied and collected by members of the joint venture, or to be collected and remitted within 60 days after the balance sheet date.

Capital Assets – Capital assets are defined by the Library as assets with an initial cost of more than \$500 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost. Donated assets are recorded at estimated fair market value at the date of donation. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation on all assets is provided on the straight-line basis, which approximates these methods used under generally accepted accounting principles, over the following estimated useful lives:

Furniture and equipment	5 years
Library books and materials	5 years
Leasehold Improvements	10 years

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2016

Note 1 – Nature of Organization and Summary of Significant Accounting Policies (continued)

Fund Financial Amounts (continued)

Deferred Outflows of Resources – In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of future periods and so will not be recognized as an outflow of resources (expense/expenditure) until then. The Library has incurred deferred outflows that are related to pension reporting.

Compensated Absences (Vacation and Sick Leave) – It is the Library's policy to permit employees to accumulate earned but unused sick and vacation pay benefits. There is no liability for unpaid accumulated sick leave since the Library does not have a policy to pay any amounts when employees separate from service with the Library. All vacation pay is accrued when incurred in the government-wide financial statements.

Deferred Inflows of Resources – In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. The separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to future periods and so will not be recognized as an inflow of resources (revenue) until that time. The deferred inflows are directly related to pension reporting.

Fund Equity – In the fund financial statements, governmental funds report reservations of fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. These amounts include fund balance designated for unemployment insurance by the board. Designation of fund balance represents tentative management plans that are subject to change.

Use of Estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Note 2 – Deposits and Investments

In accordance with state statutes, the Library maintains deposits within approved limits at those depositories authorized by the board of trustees. State statutes require that all of the Library's deposits be protected by insurance or collateral. The market value of the collateral pledged must equal 105 percent of the deposits not covered by insurance. The Library's deposits were fully collateralized as of September 30, 2016.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY

Notes to Financial Statements For the Year Ended September 30, 2016

Note 3 – General Fixed Assets

A summary of changes in general fixed assets is as follows:

	Balance Beginning of Year	Additions	Deletions	Balance End of Year
Furniture and equipment	\$ 1,066,082	\$ 10,138	\$ (20,657)	\$ 1,055,563
Library books and materials	4,517,852	269,404	-	4,787,256
Leasehold Improvements	947,393	-	-	947,393
Total	6,531,327	279,542	(20,657)	6,790,212
Accumulated depreciation	(5,686,044)	(394,264)	20,626	(6,059,682)
Net book value	<u>\$ 845,283</u>	<u>\$(114,722)</u>	<u>\$ (31)</u>	<u>\$ 730,530</u>

Note 4 – Long-term Debt

Outstanding Debt

A summary of the debt outstanding of the Library at September 30, 2016, is as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
Other long-term liabilities				
Compensated absences	\$ 63,870	\$ -	\$ (16,200)	\$ 47,670

The compensated absences represent the estimated liability to be paid to employees under the Library's vacation pay policy. Under the Library's policy, employees earn vacation time based on time of service with the Library.

Note 5 – Pension Plan Obligations

General Information about the Pension Plan

Plan Description

The Library is a member of the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing multiple employer defined benefit pension plan as defined in GASB Statement Number 68, Accounting and Financial Reporting for Pensions. Membership in PERS is a condition of employment and is granted upon hiring for qualifying employees of the Library. Code Section 25-11-15, Mississippi Code Ann. (1972) grants the authority for general administration and proper operation of PERS to the PERS Board of Trustees (PERS Board). PERS issues a publicly available Comprehensive Annual Financial Report that can be obtained at www.pers.ms.gov.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2016

Note 5 – Pension Plan Obligations (continued)

Benefits Provided

For the cost-sharing plan, participating members who are vested and retire at or after age 60 or those who retire regardless of age with at least 30 years of creditable service (25 years of creditable service for employees who became members of PERS before July 1, 2011) are entitled upon application, to annual retirement allowance payable monthly for life in an amount equal to 2.00% of their average compensation for each year of creditable service up to and including 30 years (25 years for those who became members of PERS before July 1, 2011), plus 2.50% for each additional year of creditable service with an actuarial reduction in the benefit for each year of creditable service below 30 years or the number of years in age that the member is below 65, whichever is less. Average compensation is the average of the employee's earnings during the four highest compensated years of creditable service. A member may elect a reduced retirement allowance payable for life with the provision that, after death, a beneficiary receives benefits for life or for a specified number of years. Benefits vest upon completion of eight years of membership service (four years of membership service for those who became members of PERS before July 1, 2007). PERS also provides certain death and disability benefits. In the event of death prior to retirement allowance, the deceased member's accumulated contributions and interest are paid to the designated beneficiary. Benefit provisions are established by Section 25-11-1 et seq., Mississippi Code Ann. (1972) and may be amended only by the State Legislature.

A Cost of Living Adjustment (COLA) payment is made to eligible retirees and beneficiaries. The COLA is equal to 3.00% of the annual retirement allowance for each full fiscal year of retirement up to the year in which the retired member reaches age 60 (55 for those who became members of PERS before July 1, 2011), with 3.00% compounded for each fiscal year thereafter.

Contributions

Per Chapter 11 of Title 25, Mississippi Code Ann. (1972), contribution requirements of plan members and their employers are established and may be amended only by the PERS Board. The adequacy of the rates is assessed annually by actuarial valuation. For the years ended September 30, 2016, member employees were required to contribute 9.00 percent of their annual pay, while the Library's required contribution rate was 15.75 percent of annual covered payroll. The Library's employer contributions to PERS for the year ended September 30, 2016 were \$114,619 (employer share). The contributions for the year met the required contributions.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2016

Note 5– Pension Plan Obligations (continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2016, The Library reported a liability of \$2,143,500 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2016 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Library's proportion of the net pension liability was based on employer contributions to PERS for the plan's fiscal year ended June 30, 2016, relative to the total employer contributions of participating employers to PERS. At June 30, 2016, the Library's proportion was .012%. It was .011% as of June 30, 2015.

For the year ended September 30, 2016, The Library, recognized pension expense of \$334,555. At September 30, 2016, The Library reported deferred outflows or resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 43,716	\$ -
Net difference between projected and actual earnings on pension plan investments	116,169	-
Changes of assumptions	73,886	4,165
Contributions subsequent to the measurement date	24,303	-
	<u>\$ 258,074</u>	<u>\$ 4,165</u>

At September 30, 2016, The Library reported \$258,074 as deferred outflows of resources related to pensions resulting from employer contributions subsequent to the measurement date that will be recognized as a reduction of the net pension liability in the year ending September 30, 2016. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30	Amount
2017	\$ 70,747
2018	70,747
2019	59,069
2020	29,043
	<u>\$ 229,606</u>

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2016

Note 5 – Pension Plan Obligations (continued)

Actuarial Assumptions

The total pension liability used in the June 30, 2016, actuarial valuation was determined using the following actuarial assumptions and other inputs:

Inflation	3.00%
Salary increases	3.75%-19.00%, average, including inflation
Investment rate of return	7.75%, net of position of pension plan investment expense, including inflation

Mortality rates were based on the RP-2014 Healthy Annuitant Blue Collar Table Projected with Scale BB to 2016, set forward one year for males.

The actuarial assumptions used in the June 30, 2016, valuation were based on the results of an actuarial experience study for the period July 1, 2010 through June 30, 2014. The experience report is dated May 4, 2015.

The long-term expected rate of return on pension plan investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected nominal returns, net of pension plan investment expense and the assumed rate of inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The target allocation and best estimates of arithmetic real rates of return for each major asset class as of June 30, 2016 are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation Percentage</u>	<u>Long-term Expected Real Rate of Return</u>
U. S. Broad	34.00 %	5.20 %
International equity	19.00	5.00
Emerging markets equity	8.00	5.45
Fixed income	20.00	.25
Real assets	10.00	4.00
Private equity	8.00	6.15
Cash	1.00	(.50)
	<u>100.00 %</u>	

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2016

Note 5 – Pension Plan Obligations (continued)

Actuarial Assumptions (continued)

Discount Rate

The discount rate used to measure the total pension liability was 7.75%. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate (9.00%) and that participating employer contributions will be made at the current employer contribution rate (15.75%). Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of The Library's proportionate share of the net pension liability to changes in the discount rate

The Library's proportionate share of the net pension liability has been calculated using a discount rate of 7.75%. The following presents The Library's proportionate share of the net pension liability calculated using a discount rate 1% higher and 1% lower than the current rate.

	1% Decrease (6.75%)	Current Discount Rate (7.75%)	1% Increase 8.75%
Proportionate share of the net pension liability	\$ 2,445,012	\$2,143,500	\$ 1,365,334

Pension Plan Fiduciary Net Position

Detailed information about the pension's fiduciary net position is available in the separately issued comprehensive annual financial report which can be obtained at www.pers.ms.gov.

Payable to the Pension Plan

At September 30, 2016, The Library has no amounts payable for outstanding contributions to the pension plan required for the year ended September 30, 2016.

Note 6 – Risk Management

The Library is exposed to various risks of loss from torts; theft of, damage to, and destruction of assets; business interruption; errors and omissions; employee injuries and illnesses; and natural disasters. Commercial insurance coverage is purchased for claims arising from such matters. Settled claims have not exceeded this commercial coverage in any of the three preceding years.

The Library is exposed to risk of loss related to unemployment benefits paid to its employees. The Library pays premiums to a public entity risk pool (Mississippi Employment Security Commission Trust Fund) for future unemployment claims. The participation agreement provides that the pool will be self-sustaining through member premiums, and the risk of loss is shared among participating members. The Library's contribution rate to the pool has been set at the lowest rate during the last three years due to their low unemployment rate. Settled claims have not exceeded required contributions in any of the three preceding years.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to Financial Statements
For the Year Ended September 30, 2016

Note 7 – Grants Received from Mississippi Library Commission

The following grants were received from the Mississippi Library Commission and included in intergovernmental revenue for the year ended September 30, 2016:

Program	Contract Number	Amount
Focused Technology	FFT 16-242-43-0	\$ 3,000
Services/Resources	FSR 17-247-43-0	3,000
Focused Development	FFD 16-241-43-0	3,000
Total Federal		<u>9,000</u>
Life Insurance	SL 17-361-43-0	190
Life Insurance	SL 16-361-43-0	697
Health Insurance	SH 17-360-43-0	18,156
Health Insurance	SH 16-360-43-0	57,316
Personnel Incentive	SP 17-362-43-0	24,632
Personnel Incentive	SP-16-362-43-0	83,787
Total State		<u>184,778</u>
Grand Total		<u>\$ 193,778</u>

Note 8 – Subsequent Events

Events that occur after the Statements of Net Position date but before the financial statements are available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the Statements of Net Position date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the Statements of Net Position date require disclosure in the accompanying notes. Management of The Library evaluated the activity through January 31, 2017, and determined that no subsequent events require disclosure in the notes to the financial statements.

REQUIRED SUPPLEMENTARY INFORMATION

THE LIBRARY OF HATTIESBURG, PETAL AND FORREST COUNTY
Budgetary Comparison Schedule
For the Year Ended September 30, 2016

	Originally Adopted Budget	Final Amended Budget	Actual Balances	Variance Favorable (Unfavorable)
Revenue				
Property taxes	\$ 1,703,815	\$ 1,703,815	\$ 1,658,637	\$ (45,178)
Intergovernmental	199,060	202,060	193,778	(8,282)
Interest on investments	5,500	5,500	6,463	963
Contributions and donations	-	-	4,248	4,248
Library fines and fees	66,150	66,150	65,754	(396)
Other miscellaneous	-	-	966	966
Total Revenue	<u>1,974,525</u>	<u>1,977,525</u>	<u>1,929,846</u>	<u>(47,679)</u>
Expenditures				
Salaries and fringe benefits	1,117,120	1,124,120	1,055,509	68,611
Supplies	52,605	52,605	38,258	14,347
Library books and materials	300,000	300,000	273,132	26,868
Professional and contractual services	23,725	23,725	20,095	3,630
Conferences, workshops, and travel	13,500	13,500	7,958	5,542
Insurance and bonds	45,700	45,700	44,550	1,150
Utilities	193,050	126,050	79,992	46,058
Repair and maintenance	223,835	286,835	275,741	11,094
Capital outlay	4,990	4,990	-	4,990
Total Expenditures	<u>1,974,525</u>	<u>1,977,525</u>	<u>1,795,235</u>	<u>182,290</u>
Excess of Revenue Over Expenditures	-	-	134,611	134,611
Fund Balance - Beginning of year	<u>1,920,601</u>	<u>1,920,601</u>	<u>3,051,706</u>	<u>1,131,105</u>
Fund Balance - End of year	<u>\$ 1,920,601</u>	<u>\$ 1,920,601</u>	<u>\$ 3,186,317</u>	<u>\$ 1,265,716</u>

See accompanying notes and accounts' report.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Notes to the Required Supplementary Information
For the Year Ended September 30, 2016

Notes to the Required Supplementary Information

A. Budgetary Information.

The Library's budget is prepared principally on the cash basis of accounting. All appropriations lapse at year end, and there are no encumbrances to budget because state law does not require that funds be available when goods or services are ordered, only when payment is made.

B. Basis of Presentation.

The Budgetary Comparison Schedule – Budget and Actual (Non-GAAP Basis) presents the original legally adopted budget, the final legally adopted budget, actual amounts on a budgetary (Non-GAAP) basis, and variances between the final budget and the actual amounts.

C. Budget/GAAP Reconciliation.

The major differences between the budgetary basis and the GAAP basis are:

1. Revenues are recorded when received in cash (budgetary) as opposed to when susceptible to accrual (GAAP).
2. Expenditures are recorded when paid in cash (budgetary) as opposed to when susceptible to accrual (GAAP).

The following schedule reconciles the budgetary basis schedules to the GAAP basis financial statements:

	Governmental Fund
Budget (Cash Basis)	\$ 134,611
Increase (Decrease)	
Net adjustments for revenue accrual	43,106
Net adjustments for expenditure accruals	5,816
GAAP Basis	<u>\$ 183,533</u>

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Schedule of the Library's Proportionate
Share of the Net Pension Liability
For the Years Ended September 30, 2016 and 2015

	2016	2015	2014
Employer's proportion of the net pension liability (asset)	.012%	.011%	.011%
Employer's proportionate share of the net pension liability (asset)	\$2,143,500	\$ 1,700,383	\$ 1,335,199
Employer's covered-employee payroll	727,740	687,392	687,232
Employer's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll	294.54%	247.37%	194.29%
Plan fiduciary net position as a percentage of the total pension liability	57.47%	61.70%	67.21%

Information above is presented as of the measurement date of June 30 of the fiscal year presented.

Information is not currently available for prior years; additional years will be displayed as they become available.

THE LIBRARY OF HATTIESBURG, PETAL, AND FORREST COUNTY
Schedule of the Library's Contributions
For the Years Ended September 30, 2016 and 2015

	2016	2015	2014
Contractually required contribution	\$ 114,619	\$ 108,264	\$ 108,239
Contributions in relation to the contractually required	<u>(114,619)</u>	<u>(108,264)</u>	<u>(108,239)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Employer's covered-employee payroll	727,740	687,392	687,232
Contributions as a percentage of covered-employee payroll	15.75%	15.75%	15.75%

Information above is presented as of the Employer's fiscal year.

Information is not currently available for prior years; additional years will be displayed as they become available.

SPECIAL REPORTS

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether The Library's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Herzog CPA Company, PLLC
HERZOG CPA COMPANY, PLLC



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-307

MEETING DATE: 03/21/2017

MINUTE BOOK NUMBER:

Brief Title: Acknowledge bids received for the Pathway Improvements From Train Depot to Chain Park Project

Title: Acknowledge bids received February 23, 2017 for the Pathway Improvements From Train Depot to Chain Park project (Project No. STP 8771-00(002) LPA/106943-701000) and accept bid from Precision Construction, LLC in the amount of \$529,780.00 as the lowest and best bid, pending MDOT concurrence.

Type: Action Item

Drafter: Marie Harris

In Control: City Council

Reference: Lamar Rutland

Attachments: Letter, Bid Tab, MDOT Letter, Checklist to Award, Barnett Bid, Precision Bid, Twin L Bid, Fairley Constr. Bid, RJM McQueen Bid

File
Created: 03/13/2017

Budget Information:

Expenditure
Type:

Purchasing Item:

Publication
Information:

History of Legislative File

March 1, 2017
N-S Project No. 8933-01

Honorable Johnny L. DuPree, Ph.D.
City of Hattiesburg
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

REFERENCE: PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO CHAIN PARK
FEDERAL AID PROJECT NO. STP 8771-00(002) LPA/106943-701000
CITY OF HATTIESBURG, FORREST COUNTY

Dear Mayor DuPree:

Enclosed for your records is one (1) copy of the Certified Bid Tabulation for the bids received for the referenced project. As you are aware there were five (5) bids submitted, opened and read at the bid opening on February 23, 2017. Of the five (5) bids received, Barnett Concrete Work submitted the lowest base bid. However, upon examination of the bidder's proposal, it was determined that their bid was considered irregular due to not using the correct bid proposal that was replaced per Addendum Number 3 and therefore not included in the certified bid tab. Precision Construction, is the next low and best bidder in the amount of \$529,780.00 with no irregularities.

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

Sincerely,

NEEL-SCHAFFER, INC.



Geoffrey Crosby, P.E.
Senior Project Manager

Enclosures

CITY OF HATTIESBURG

Federal Aid Project No. STP 8771-00(002) LPA/106943-701000

Pathway Improvements from Train Depot to Chain Park

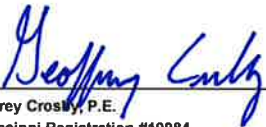
Bid Opening: Thursday, February 23rd, 2017 @ 10:00am

				<i>Engineer's Estimate</i>		Barnett Concrete Work 137 Red Roan Road Hattiesburg, MS 39402		Precision Construcion 15 Chanticleer Drive Hattiesburg, MS 39402		Twin L Construction 8292 Firetower Road Pass Christian, MS 39571		Fairley Const. Svcs, Inc. 828 Highway 11 Petal, MS 39465		RJM McQueen Contr., Inc. 80 Ramsey McQueen Rd Collins, MS 39428	
PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
201-B001	2	ACRE	CLEARING AND GRUBBING	\$2,500.00	\$5,000.00			\$3,500.00	\$7,000.00	\$10,000.00	\$20,000.00	\$12,250.00	\$24,500.00	\$17,500.00	\$35,000.00
202-A001	1	LS	REMOVAL OF OBSTRUCTIONS	\$1,500.00	\$1,500.00			\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$9,635.00	\$9,635.00	\$11,000.00	\$11,000.00
202-B035	880	SY	REMOVAL OF CONCRETE SIDEWALK	\$12.00	\$10,560.00			\$8.00	\$7,040.00	\$9.00	\$7,920.00	\$10.70	\$9,416.00	\$9.00	\$7,920.00
202-B057	1	EACH	REMOVAL OF INLETS, ALL SIZES	\$500.00	\$500.00			\$500.00	\$500.00	\$750.00	\$750.00	\$350.00	\$350.00	\$350.00	\$350.00
202-B064	30	LF	REMOVAL OF PIPE, 8" AND ABOVE	\$10.00	\$300.00			\$10.00	\$300.00	\$5.00	\$150.00	\$10.00	\$300.00	\$10.00	\$300.00
202-B078	260	SY	REMOVAL OF PAVEMENT, ALL TYPES AND DEPTHS	\$10.00	\$2,600.00			\$8.00	\$2,080.00	\$5.00	\$1,300.00	\$9.00	\$2,340.00	\$15.00	\$3,900.00
202-B093	223	LF	REMOVAL OF CURB & GUTTER, ALL TYPES	\$7.00	\$1,561.00			\$8.00	\$1,784.00	\$2.50	\$557.50	\$5.50	\$1,226.50	\$12.00	\$2,676.00
202-B276	250	CY	REMOVE & RESET RIPRAP	\$25.00	\$6,250.00			\$28.00	\$7,000.00	\$75.00	\$18,750.00	\$26.00	\$6,500.00	\$25.00	\$6,250.00
203-A003	100	CY	UNCLASSIFIED EXCAVATION, FM, AH	\$10.00	\$1,000.00			\$10.00	\$1,000.00	\$9.00	\$900.00	\$15.00	\$1,500.00	\$30.00	\$3,000.00
203-EX017	375	CY	BORROW EXCAVATION, AH, FME, CLASS B9	\$15.00	\$5,625.00			\$14.00	\$5,250.00	\$21.00	\$7,875.00	\$14.00	\$5,250.00	\$22.00	\$8,250.00
203-G003	1,940	CY	EXCESS EXCAVATION, FM, AH	\$12.00	\$23,280.00			\$10.00	\$19,400.00	\$9.00	\$17,460.00	\$11.00	\$21,340.00	\$10.00	\$19,400.00
211-B001	250	CY	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	\$25.00	\$6,250.00			\$25.00	\$6,250.00	\$25.00	\$6,250.00	\$22.00	\$5,500.00	\$15.00	\$3,750.00
907-213-A001	1	TON	AGRICULTURAL LIMESTONE	\$1,000.00	\$1,000.00			\$200.00	\$200.00	\$105.00	\$105.00	\$152.00	\$152.00	\$75.00	\$75.00
907-216-B001	4,250	SY	SOLID SODDING, CENTIPEDE	\$5.00	\$21,250.00			\$6.00	\$25,500.00	\$7.00	\$29,750.00	\$5.00	\$21,250.00	\$3.30	\$14,025.00
219-A001	680	KGAL	WATERING	\$20.00	\$13,600.00			\$20.00	\$13,600.00	\$20.00	\$13,600.00	\$20.00	\$13,600.00	\$20.00	\$13,600.00
220-A001	1	ACRE	INSECT PEST CONTROL	\$250.00	\$250.00			\$50.00	\$50.00	\$10,000.00	\$10,000.00	\$75.00	\$75.00	\$100.00	\$100.00
907-227-A001	1	ACRE	HYDROSEEDING	\$3,500.00	\$3,500.00			\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$3,400.00	\$3,400.00
234-A001	1,500	LF	TEMPORARY SILT FENCE	\$3.50	\$5,250.00			\$1.00	\$1,500.00	\$4.25	\$6,375.00	\$3.00	\$4,500.00	\$2.90	\$4,350.00
907-237-A002	1,500	LF	WATTLES, 12"	\$8.00	\$12,000.00			\$1.00	\$1,500.00	\$7.00	\$10,500.00	\$6.00	\$9,000.00	\$2.00	\$3,000.00
907-246-A002	100	EACH	SANDBAGS	\$7.00	\$700.00			\$1.00	\$100.00	\$12.00	\$1,200.00	\$15.00	\$1,500.00	\$3.00	\$300.00
907-247-A001	1	EACH	TEMPORARY STREAM DIVERSION	\$5,000.00	\$5,000.00			\$6,000.00	\$6,000.00	\$750.00	\$750.00	\$6,000.00	\$6,000.00	\$7,500.00	\$7,500.00
907-601-B003	20	CY	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	\$1,100.00	\$22,000.00			\$1,000.00	\$20,000.00	\$1,100.00	\$22,000.00	\$700.00	\$14,000.00	\$1,250.00	\$25,000.00
602-A001	1,700	LBS.	REINFORCING STEEL	\$2.00	\$3,400.00			\$2.00	\$3,400.00	\$6.00	\$10,200.00	\$1.50	\$2,550.00	\$1.00	\$1,700.00
603-A048	96	LF	6" STEEL PIPE, WALL THICKNESS 0.188"	\$25.00	\$2,400.00			\$28.00	\$2,688.00	\$36.00	\$3,456.00	\$22.00	\$2,112.00	\$10.00	\$960.00
603-CA104	64	LF	60" REINFORNCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	\$129.55	\$8,291.20			\$155.00	\$9,920.00	\$210.00	\$13,440.00	\$280.00	\$17,920.00	\$265.00	\$16,960.00
603-CE041	24	LF	29" X 18" CONCRETE ARCH PIPE, CLASS A III, FLEXIBLE PLASTIC GASKETS	\$55.15	\$1,323.60			\$70.00	\$1,680.00	\$72.00	\$1,728.00	\$60.00	\$1,440.00	\$68.00	\$1,632.00
603-CF002	2	EACH	29" X 18" CONCRETE ARCH PIPE END SECTION	\$775.00	\$1,550.00			\$750.00	\$1,500.00	\$1,200.00	\$2,400.00	\$600.00	\$1,200.00	\$690.00	\$1,380.00
907-607-AA001	464	LF	FENCING, PER PLANS	\$40.00	\$18,560.00			\$34.00	\$15,776.00	\$25.00	\$11,600.00	\$31.40	\$14,569.60	\$40.00	\$18,560.00
608-A001	350	SY	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 4" THICKNESS	\$40.00	\$14,000.00			\$40.00	\$14,000.00	\$52.00	\$18,200.00	\$38.00	\$13,300.00	\$42.00	\$14,700.00
608-A001	3,575	SY	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 5" THICKNESS	\$45.00	\$160,875.00			\$42.00	\$150,150.00	\$56.00	\$200,200.00	\$36.00	\$128,700.00	\$44.00	\$157,300.00
608-A001	455	SY	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 8" THICKNESS	\$50.00	\$22,750.00			\$50.00	\$22,750.00	\$60.00	\$27,300.00	\$61.34	\$27,909.70	\$53.00	\$24,115.00
609-D006	10	LF	COMBINATION CONCRETE CURB AND GUTTER, TYPE I MODIFIED	\$30.00	\$300.00			\$100.00	\$1,000.00	\$25.00	\$410.00	\$41.00	\$410.00	\$45.00	\$450.00
907-611-PP003	224	SF	DETECTABLE WARNINGS, PER PLANS	\$4.00	\$896.00			\$20.00	\$4,480.00	\$18.00	\$4,032.00	\$24.00	\$5,376.00	\$30.00	\$6,720.00
613-D006	2	EACH	ADJUSTMENT OF WATER METER	\$150.00	\$300.00			\$500.00	\$1,000.00	\$175.00	\$350.00	\$350.00	\$700.00	\$350.00	\$700.00
614-B002	286	SY	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6-INCH THICKNESS	\$50.00	\$14,300.00			\$50.00	\$14,300.00	\$58.00	\$16,588.00	\$42.40	\$12,126.40	\$54.00	\$15,444.00
907-618-A001	1	LS	MAINTENANCE OF TRAFFIC	\$10,000.00	\$10,000.00			\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$11,600.00	\$11,600.00	\$30,000.00	\$30,000.00
907-618-B001	1	SF	ADDITIONAL CONSTRUCTION SIGNS	\$10.00	\$10.00			\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
620-A001	1	LS	MOBILIZATION	\$50,000.00	\$50,000.00			\$49,500.00	\$49,500.00	\$25,000.00	\$25,000.00	\$79,000.00	\$79,000.00	\$109,000.00	\$109,000.00
630-A001	40	SF	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	\$30.00	\$1,200.00			\$45.00	\$1,800.00	\$16.00	\$640.00	\$58.75	\$2,350.00	\$52.00	\$2,080.00
630-C004	44	LF	STEEL U-SECTION POSTS, 3.0 TO 3.5 LB/FT	\$10.00	\$440.00			\$15.00	\$660.00	\$10.00	\$440.00	\$7.50	\$330.00	\$6.75	\$297.00

Bid Opening: Thursday, February 23rd, 2017 @ 10:00am				Engineer's Estimate		Barnett Concrete Work 137 Red Roan Road Hattiesburg, MS 39402		Precision Construcion 15 Chanticleer Drive Hattiesburg, MS 39402		Twin L Construction 8292 Firetower Road Pass Christian, MS 39571		Fairley Const. Svcs, Inc. 828 Highway 11 Petal, MS 39465		RJM McQueen Contr., Inc. 80 Ramsey McQueen Rd Collins, MS 39428	
PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
907-699-A002	1	LS	ROADWAY CONSTRUCTION STAKES	\$8,000.00	\$8,000.00			\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$9,000.00	\$9,000.00	\$11,000.00	\$11,000.00
815-B001	100	SQ. YD.	GROUTED RIPRAP, SIZE 100	\$60.00	\$6,000.00			\$60.00	\$6,000.00	\$55.00	\$5,500.00	\$116.40	\$11,640.00	\$200.00	\$20,000.00
818-E001	300	SQ. YD.	GEOTEXTILE UNDER RIPRAP	\$4.00	\$1,200.00			\$3.00	\$900.00	\$4.25	\$1,275.00	\$3.00	\$900.00	\$2.25	\$675.00
1500-A001	1	LS	CONSTRUCTION OF DECORATIVE AWNING	\$60,000.00	\$60,000.00			\$50,000.00	\$50,000.00	\$35,000.00	\$35,000.00	\$104,125.00	\$104,125.00	\$87,500.00	\$87,500.00
1500-A001	1	LS	CONSTRUCTION OF EARTH MOUND CAR STOP	\$700.00	\$700.00			\$6,000.00	\$6,000.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$2,800.00	\$2,800.00
907-626-G004	1,952	LF	THERMOPLASTIC DETAIL STRIPE, WHITE	\$4.00	\$7,808.00			\$6.00	\$11,712.00	\$9.50	\$18,544.00	\$4.00	\$7,808.00	\$8.00	\$15,616.00
907-626-H005	10	SF	THERMOPLASTIC LEGEND, WHITE	\$6.00	\$60.00			\$100.00	\$1,000.00	\$32.00	\$320.00	\$30.62	\$306.20	\$27.60	\$276.00
TOTAL BID					\$543,339.80		#1		\$529,780.00		\$616,165.50		\$621,317.40		\$713,021.00

#1 Irregular Bid Proposal Submitted at time of bid

I certify this to be a true & accurate Bid Tabulation of the bids received @ 10:00A.M., local time, Thursday, February 23rd, 2017 for the City of Hattiesburg Pathway Improvements from Chain Park to Train Depot Project - Federal Aid Project No. STP-8771-00(002)LPA/106943-701000


Geoffrey Crosby, P.E.
Mississippi Registration #19984





Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Mary Dryden

Council - Ward 5

Henry Naylor

March 22, 2017

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

REFERENCE: PATHWAY IMPROVEMENTS FROM TRAIN
 DEPOT TO CHAIN PARK
 PROJECT NO. STP 8771-00(002) LPA/106943-701000
 CITY OF HATTIESBURG, FORREST COUNTY

Dear Mr. Seyfarth:

Enclosed for your review are the following:

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

The assigned personnel for this project are as follows:

- The Project Engineer for this project will be Geoffrey Crosby, PE.
- The Safety Officer and Storm Water Inspector for this project will be Patrick Furr.
- Lamar Rutland, Engineering Director and a full-time LPA employee, will serve as the Project Director and will sign estimates for the LPA.
- Marie Harris, Accountant and a full-time LPA employee can also sign estimates for the LPA.
- Johnny L. Dupree, Mayor and a full-time LPA employee can also sign estimates for the LPA.

On February 23, 2017 the City of Hattiesburg received and opened five (5) bids on the referenced project. The lowest and best bidder was Precision Construction. The following bids were submitted to the City of Hattiesburg.

PERCENT INCREASE OR DECREASE OVER ENGINEER'S ESTIMATE

BIDDER	TOTAL BID	% OF ENGINEER'S ESTIMATE
<i>Engineers Estimate</i>	<i>\$543,339.80</i>	<i>----</i>
Barnett Concrete (<i>Irregular</i>)	<i>-----</i>	<i>-----%</i>
Precision Construction	\$529,780.00	-2.50%
Twin L Construction	\$616,165.50	13.40%
Fairley Construction	\$621,317.40	14.35%
RJM McQueen	\$713,021.00	31.23%

Neel-Schaffer has reviewed the bids that was received and opened on February 23, 2017 and finding that the bid submitted by the low bidder Barnett was considered irregular for not using the correct bidder's proposal that was replaced per Addendum Number 3. Neel-Schaffer recommended to the City of Hattiesburg that they review the bid submitted by Precision Construction in the amount of \$529,780.00. The city of Hattiesburg has approved awarding the project to Precision Construction in the amount of \$529,780.00. The award of this bid by the City of Hattiesburg is subject to the concurrence of the Mississippi Department of Transportation.

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

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

Sincerely,

Neel-Schaffer, Inc.

Johnny L. DuPree, Ph.D.
Mayor, City of Hattiesburg

Geoffrey P. Crosby, P.E.
Project Engineer

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

Marie Harris
Accountant, City of Hattiesburg

Enclosures

Checklist to award project to the lowest bidder

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

1. ____ One (1) original of Non-Collusion Affidavit for the recommended bidder.
2. ____ One (1) original [Bidding Statement](#) from the **LPA** stating that the bidding procedures were performed in accordance with State law.
3. ____ Two (2) original signed certified Bid Tabulations for all bidders, including the **LPA's** construction estimate.
4. ____ A detailed evaluation of bids and recommendation to award the bids subject to authorization by **MDOT**. The **LPA** and its **professional** must sign this document.
5. ____ One (1) copy of the **entire** Section 905 Proposal bid sheets for the recommended bidder including the DBE commitment.
6. ____ One (1) original signed [OCR-481-LPA\(s\)](#) to be completed by the successful bidder according to the instructions on the form. This form must be approved, signed and dated by the **LPA** and included in the data packet submission to **MDOT**.
7. ____ One (1) copy of the completed original [OCR-485-LPA\(s\)](#) from all bidders on the project.
8. ____ One (1) copy of the Sworn Proof of Publication.
9. ____ A copy of the executed contract between the LPA and the **LPA's CE&I Engineer/Architect**.
10. ____ The name of the **Safety Officer** (if required by the **MDOT** District LPA Coordinator assigned to the project. A copy of the training certificate(s) must be included.
11. ____ The name of the Certified Stormwater Inspector. A copy of the Certification by a **MDOT** approved certifying agency must be included.
12. ____ The names and signatures of three (3) publicly employed persons authorized to sign estimates for the **LPA**. One of these must be the assigned **Project Director** or **Project Manager**.
13. ____ A copy of the official Minutes of the **LPA** **ACCEPTING THE BID OF THE RECOMMENDED BIDDER AND GIVING THE CHIEF LPA OFFICIAL APPROVAL TO EXECUTE THE CONTRACT**. These Minutes do not have to be APPROVED prior to submission.
14. ____ A copy of the completed NTB for DUNS Requirement (NTB 4566)

Chief LPA Official

LPA Professional

SECTION 905 PROPOSAL (Bid Sheet No. 3-5)

PROJECT NUMBER: STP-8771-00(002) LPA / 106943-701000

COUNTY: FORREST

PROJECT DESCRIPTION: PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO CHAIN PARK

I (We) agree to complete the entire project within the specified contract time.

***** SPECIAL NOTICE TO BIDDERS *****

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED.

BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEETS IS SIGNED.

BID SCHEDULE

PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
201-B001	2	ACRE	CLEARING AND GRUBBING	2500.00	5000.00
202-A001	1	LS	REMOVAL OF OBSTRUCTIONS	XXXX	2500.00
202-B035	880	SY	REMOVAL OF CONCRETE SIDEWALK	4.50	3960.00
202-B057	1	EACH	REMOVAL OF INLETS, ALL SIZES	350.00	350.00
202-B064	30	LF	REMOVAL OF PIPE, 8" AND ABOVE	10.00	300.00
202-B078	260	SY	REMOVAL OF PAVEMENT, ALL TYPES AND DEPTHS	5.00	1300.00
202-B093	223	LF	REMOVAL OF CURB & GUTTER, ALL TYPES	5.00	1115.00
202-B276	250	CY	REMOVE AND RESET RIPRAP	10.00	2500.00
203-A003	100	CY	UNCLASSIFIED EXCAVATION, FM, AH	15.00	1500.00
203-EX017	375	CY	BORROW EXCAVATION, AH, FME, CLASS B9	12.00	4500.00
203-G003	1,940	CY	EXCESS EXCAVATION, FM, AH	12.00	23280.00
211-B001	250	CY	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	25.00	6,250
907-213-A001	1	TON	AGRICULTURAL LIMESTONE	750.00	750.00
907-216-B001	4,250	SY	SOLID SODDING, CENTIPEDE	0.45	1913.00
219-A001	680	KGAL	WATERING	\$20.00	\$13,600.00
220-A001	1	ACRE	INSECT PEST CONTROL	300.00	300.00
907-227-A001	1	ACRE	HYDROSEEDING	450.00	450.00
234-A001	1,500	LF	TEMPORARY SILT FENCE	0.50	750.00
907-237-A002	1,500	LF	WATTLES, 12"	0.90	1350.00
907-246-A002	100	EACH	SANDBAGS	7.00	700.00
907-247-A001	1	EACH	TEMPORARY STREAM DIVERSION	1000.00	1000.00
907-601-B003	20	CY	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	550.00	11000.00
602-A001	1,700	LBS.	REINFORCING STEEL	2.00	3400.00
603-A048	96	LF	6" STEEL PIPE, WALL THICKNESS 0.188"	7.50	720.00

BID SCHEDULE

PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
603-CA104	64	LF	60" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	97.00	6208.00
603-CE041	24	LF	29" X 18" CONCRETE ARCH PIPE, CLASS A III, FLEXIBLE PLASTIC GASKETS	26.10	626.40
603-CF002	2	EACH	29" X 18" CONCRETE ARCH PIPE END SECTION	625.00	1250.00
907-607-PP012	410	LF	FENCING, PER PLANS	10.00	4100.00
608-A001	350	SY	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 4" THICKNESS	11.50	4025.00
608-A001	3,575	SY	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 5" THICKNESS	11.50	41112.50
608-A001	455	SY	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 8" THICKNESS	11.50	5232.50
609-D006	10	LF	COMBINATION CONCRETE CURB AND GUTTER, TYPE I MODIFIED	30.00	300.00
907-611-PP003	224	SF	DETECTABLE WARNINGS, PER PLANS	5.00	1120.00
613-D006	2	EACH	ADJUSTMENT OF WATER METER	250.00	500.00
614-B002	286	SY	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6-INCH THICKNESS	11.50	3289.00
907-618-A001	1	LS	MAINTENANCE OF TRAFFIC	XXXX	9770.00
907-618-B001	1	SF	ADDITIONAL CONSTRUCTION SIGNS	\$10.00	\$10.00
620-A001	1	LS	MOBILIZATION	XXXX	35327.78
630-A001	40	SF	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	47.00	1880.00
630-C004	44	LF	STEEL U-SECTION POSTS, 3.0 TO 3.5 LB/FT	7.00	308.00
907-699-A002	1	LS	ROADWAY CONSTRUCTION STAKES	XXXX	300.00
815-B001	100	SQ. YD.	GROUTED RIPRAP, SIZE 100	60.00	6000.00
818-E001	300	SQ. YD.	GEOTEXTILE UNDER RIPRAP	3.50	1050.00
1500-A001	1	LS	CONSTRUCTION OF DECORATIVE AWNING	XXXX	3500.00
1500-A001	1	LS	CONSTRUCTION OF EARTH MOUND CAR STOP	XXXX	1500.00
907-626-G004	1952	LF	THERMOPLASTIC DETAIL STRIPE, WHITE	3.25	6344.00
907-626-H005	10	SF	THERMOPLASTIC LEGEND, WHITE	25.00	250.00

Two Hundred Twenty Two Thousand Four Hundred
Ninety One Dollars and Eighteen Cents

TOTAL BID \$222,491.18



763-543-6993 Phone
763-512-0430 Fax

1710 N. Douglas Dr., Suite 110 ♦ Golden Valley, MN 55422

ccisurety.com
866-317-3294

BID BOND RESULT FORM

CONTRACTOR: Barnett Concrete Work, LLC
137 Red Roan Road
Hattiesburg, MS 39402

FAX:
PHONE: (601) 573-1949

BID DATE
AND TIME: 2/23/2017 12:00 AM

OWNER: City of Hattiesburg Office of the City Clerk
200 Forrest Street, PO Box 1898
Hattiesburg, MS 39403

PROJECT: Project Id: 3666037; Solicitation #: STP 8771-00 (002) LPA/106943-701000,5266LPA Pathway
Improvements From Train Depot to Chain Park; Hattiesburg, MS

BOND NUMBER: NAVG-676

The Surety asks that bid results be provided as soon as possible after the bid date. We would appreciate you completing this form and returning it via fax to 763-512-0430 or email to Jeremy Crawford at jcrawford@ccisurety.com – Thank You!

CONTRACTOR

BID AMOUNT

1 st :	_____	\$ _____
2 nd :	_____	\$ _____
3 rd :	_____	\$ _____

If you are not one of the three lowest bidders, your bid was \$ _____

If you were low, or were low and negotiating, evaluation of bids and award of contract is expected by ____/____/____.



www.ccisurety.com

Surety Bonding (Standard and Specialty)



AIA[®] Document A310[™] - 2010

Bid Bond

Bond No: NAVG-676

CONTRACTOR:

(Name, legal status and address)

Barnett Concrete Work, LLC
137 Red Roan Road
Hattiesburg, MS 39402

SURETY:

(Name, legal status and principal place of business)

Navigators Insurance Company
400 Atlantic Street, 8th Floor
Stamford, CT 06901

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Hattiesburg Office of the City Clerk
200 Forrest Street, PO Box 1898
Hattiesburg, MS 39403

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT:

5% of total amount of bid not to exceed: Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00)

PROJECT:

(Name, location or address, and Project number, if any)

Project Id: 3666037; Solicitation #: STP 8771-00 (002) LPA/106943-701000,5266LPA Pathway Improvements From Train Depot to Chain Park; Hattiesburg, MS

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and Severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor Within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such Bid, and gives such bond or bonds as may be specified in the bidding or contract Documents, with a surety admitted In the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

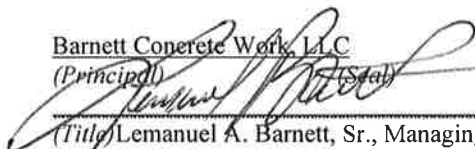
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of February, 2017

(Witness)


(Witness)

Barnett Concrete Work, LLC
(Principal)


(Title) Lemanuel A. Barnett, Sr., Managing Member

Navigators Insurance Company
(Surety)


(Title) Jeremy Crawford, Attorney-In-Fact

NAVIGATORS INSURANCE COMPANY

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, that NAVIGATORS INSURANCE COMPANY, a New York Corporation (the "Company"), with offices at 400 Atlantic Street, 8th Floor, Stamford, CT 06901, has made, constituted and appointed and by these presents, does make, constitute and appoint:

Michael D. Williams; William J. Nemec; Jeremy Crawford; Tanya Fukushima; William Gerber; Michael E. Konzen; and Andrea J. Haight of Minneapolis, MN

its true and lawful Attorney-in-fact, to have full power to act without other or others, to make, execute, seal and deliver on its behalf, as surety or co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of \$20,000,000.00 Dollars.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its Corporate Seal attested by its Corporate Secretary.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following Resolutions adopted by the Board of Directors of the Company on the 28th day of September 2009:

RESOLVED, that the President, any Senior Vice President or the Vice President & Treasurer (each, a "Senior Officer"), or any person designated by any one of them, is hereby authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company, bonds, undertakings and all contracts of suretyship, and that any Secretary or any Assistant Secretary of the Company be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the Seal of the Company; and further,

RESOLVED, that the signature of such officers and the Seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile Seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached.

Bonds executed under this Power of Attorney may be executed under facsimile signature and seal pursuant to the following resolution adopted by the Board of Directors of the Company on the 28th day of September 2009:

RESOLVED, that the signature of a Senior Officer of this Company, or any person designated by any one of them, and the Seal of this Company may be affixed or printed on any and all bonds, undertakings, recognizances or other written obligations thereof, on any revocation of any Power of Attorney, or on any certificate relating thereto, by facsimile, and any Power of Attorney, any revocation of any Power of Attorney, bonds, undertakings, recognizances or other written obligation, bearing such facsimile signature or facsimile seal shall be valid and binding on the Company.

IN WITNESS WHEREOF, the Company has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 11th day of November, 2016, at Stamford, CT.



STATE OF CONNECTICUT ss: STAMFORD
COUNTY OF FAIRFIELD

By: [Signature]
Senior Vice President
Attest: [Signature]
Assistant Secretary

On the 11th day of November, 2016, before me personally came Emily B. Miner to me known, who being by me duly sworn, did depose and say that she is a Senior Vice President of NAVIGATORS INSURANCE COMPANY, the Company described in and which executed the above instrument, that she knows the seal of said Company, that the seal affixed to the aforesaid instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that she signed his name thereto by like order.

(Notary Seal)

By: [Signature]
Notary Public
Commission Expires:

STATE OF CONNECTICUT ss: STAMFORD
COUNTY OF FAIRFIELD

CERTIFICATE

MICHELLE MATEUS
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 10/31/2018

I, Deepa Nayini, the Assistant Secretary of NAVIGATORS INSURANCE COMPANY, a New York corporation (the "Company"), do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto my hand and affixed the corporate seal this 20th day of February, 2017.



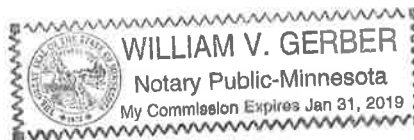
By: [Signature]
Deepa Nayini, Assistant Secretary

Acknowledgment of Surety

State of Minnesota
County of Hennepin

On this 20th day of February, 2017 before me personally appeared **Jeremy Crawford** who acknowledged that he or she is the attorney in fact who is authorized to sign on behalf of **Navigators Insurance Company** (surety company), the foregoing instrument, and he thereupon duly acknowledged to me that he executed the same.


Notary Public



SECTION 905 PROPOSAL (Continued)

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a certified check, cashier's check or bid bond for **five percent (5%) of the total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bonds within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the Local Public Agency as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. <u>1</u>	DATED <u>11/21/2016</u>	ADDENDUM NO. <u>3</u>	DATED <u>02/15/2017</u>
ADDENDUM NO. <u>2</u>	DATED <u>1/09/2017</u>	ADDENDUM NO. _____	DATED _____

Addendum No. 1

1. Replace Sheet 905-2 in the Special Provision, Proposal and Contract Documents with the attached Sheet 905-2.

2. Replace Table of Contents with attached Table of Contents.

3. Insert Notice to Bidders No. 9999 - Bid Opening

Addendum No. 2

1. Replace Sheet 905-2 in the Special Provision, Proposal and Contract Documents with the attached Sheet 905-2.

2. Replace Notice to Bidders No. 9999 - Bid Opening with attached Notice to Bidders No. 9999 - Bid Opening.

Addendum No. 3

1. Replace Sheet 905-2 in the Special Provision, Proposal and Contract Documents with the attached Sheet 905-2.

2. Insert Notice to Bidders 9998 - Additional Liquidated damages.

3. Replace table of contents with attached table of contents.

4. Replace 905-3 and 905-4 of the Bid Proposal with attached 905-3 and 905-4.

5. Replace Supplement to Notice to Bidders 1727 with attached Supplement to Notice to Bidders 1727

6. Replace wage decision in the proposal with attached wage decision

7. Replace drawings 2, 10, 11, 12, 17, 18, 19, 23, and 24 with attached 2, 10, 11, 12, 17, 18, 19, 23, and 24. Insert drawings 2.1 and 24.1

8. Replace Exhibit C in Appendix A of the Proposal with attached Appendix E Norfolk Southern - Special Provisions for Protection of Railway Interests

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of Mississippi and the names, titles and business addresses of the executives are as follows:

Lemmanuel Barnett Sr.
President

137 Red Roan Rd Hattiesburg MS 39402
Address

Cedric M. Edmonson
Secretary

2489 Bush Dairy Rd Laurel, MS 39403
Address

Treasurer

Address

The following is my (our) itemized proposal.

Revised 11/2008

SECTION 905 PROPOSAL

Date December 1, 2016

City of Hattiesburg
Forrest County, Mississippi

Sirs: The following proposal is made on behalf of Emmanuel Barnett, Sr.
of Barnett Concrete/Work, LLC
for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of: Neel-Schaffer

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein 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, in accordance with the above.

Attached hereto is a certified check, cashier's check or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law).

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

SECTION 905 PROPOSAL (Continued)

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a certified check, cashier's check or bid bond for **five percent (5%) of the total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bonds within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the Local Public Agency as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. _____	DATED _____	ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____	ADDENDUM NO. _____	DATED _____

TOTAL ADDENDA: _____
(Must agree with total addenda issued prior to opening of bids)

Respectfully Submitted,

DATE December 1, 2016

Barnett Concrete Work, LLC
Contractor
BY Lemuel Barnett, Sr.
Signature

TITLE Owner/Operator

ADDRESS P.O. Box 16964 Hattiesburg,
MS 39404

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of Mississippi and the names, titles and business addresses of the executives are as follows:

<u>Lemuel Barnett, Sr.</u>	<u>137 Red Roan Rd Hattiesburg, MS 39404</u>
President	Address
<u>Cedric M. Edmonson</u>	<u>2489 Bush Dairy Rd Laurel, MS 39443</u>
Secretary	Address

Treasurer

Address

The following is my (our) itemized proposal.

Revised 11/2008

SECTION 905 PROPOSAL (Bid Sheet No. 5-5)

PROJECT NUMBER: STP-8771-00(002) LPA / 106943-701000

COUNTY: FORREST

PROJECT DESCRIPTION: PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO CHAIN PARK

COMPLETE ITEM NOS. 1, 2 AND/OR 3 AS APPROPRIATE, SEE NOTICE TO BIDDERS NO. 5266 AND SUPPLEMENT.

1. I/We agree that no less than 5% percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).
2. Classification of Bidder: Small Business (DBE) ☒ Small Business (WBE) ☐
3. A joint venture with a Small Business (DBE/WBE): YES ☐

*** SIGNATURE STATEMENT***

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES SHOWN THERIN CONSTITUTE THEIR OFFICIAL BID.


BIDDER'S SIGNATURE

**Certification with regard to the Performance of Previous
Contracts or Subcontracts subject to the Equal Opportunity
Clause and the filing of Required Reports**

The Bidder X, proposed Subcontractor , hereby certifies that he has , has not X, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has , has not X, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Barnett Concrete Work, LLC
(COMPANY)
BY Samuel Barnett, Sr.
Owner / Operator
(TITLE)

DATE: December 1, 2014

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT

(Execute in duplicate)

State of Mississippi

County of ForrestI, Lemmanuel Barnett, Sr.
(Name of person signing certification)individually, and in my capacity as Owner / Operator of
(Title)Barnett Concrete Work, LLC do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

Barnett Concrete Work, LLC, Bidder
(Name of Firm, Partnership, or Corporation)on Project No. STP-8771-00(002) LPA/106943-701000in Forrest County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on

1 Dec 2016

Lemuel Barnett, Sr.
Signature

(11/23/92F)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT

(Execute in duplicate)

State of Mississippi

County of ForrestI, Lemmanuel Barnett Sr.,
(Name of person signing certification)individually, and in my capacity as Owner / Operator of
(Title)Barnett Concrete Work, LLC do hereby certify under
(Name of Firm, Partnership, or Corporation)penalty of perjury under the laws of the United States and the State of Mississippi that _____
Barnett Concrete Work, LLC, Bidder
(Name of Firm, Partnership, or Corporation)on Project No. STP-8771-00(602)-LPA/100943-701000,
in Forrest County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: STP-8771-00(002)
County: Forrest LPA#106943-1701000

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: Evan Landscaping
Contact Name/Title: Julia Nobles
Firm Mailing Address: 2000 Frontage Rd Clinton, MS 39056
Phone Number: (601)-668-9359

☒ DBE Firm

☐ Non-DBE Firm

Firm Name: Traffic Control Products Co. Inc.
Contact Name/Title: Wendy Carner
Firm Mailing Address: P.O. Box 820 Brandon, MS 39043
Phone Number: (601)-939-2415

☐ DBE Firm

☒ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____

☐ DBE Firm

☐ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____

☐ DBE Firm

☐ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____

☐ DBE Firm

☐ Non-DBE Firm

Lemuel Barnett, Son
SUBMITTED BY (Signature)
Barnett Concrete Works, LLC
FIRM NAME

Submit this form to the LPA as a part of your bid package. If this form is not signed and included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.

Please make copies of this form when needed and also add those copies to the bid package.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

**Precision Construction, LLC
15 Chanticleer Dr.
Hattiesburg, MS 39402**

SURETY:

(Name, legal status and principal place of business)

**Westfield Insurance Company
P.O. Box 5001
Westfield Center, OH 44251-5001**

OWNER:

(Name, legal status and address)

**City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39401**

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of the Amount Bid-----

PROJECT:

(Name, location or address, and Project number, if any)

**Pathway Improvements from Train Depot to Chain Park
STP 8771-00(002) LPA/106943-701000
Hattiesburg, MS**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **23rd** day of **February**, **2017**

Shawn Smutzu
(Witness)

Precision Construction, LLC

(Contractor as Principal)

(Seal)

N. [Signature] President
(Title)

Dawn Ellis
(Witness)

Westfield Insurance Company

(Surety)

(Seal)

Kimberly B. Barhum
(Title) **Kimberly B. Barhum, Attorney-In-Fact**
MS Resident Agent

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/29/16, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2320202 13

General
Power
of Attorney

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**

Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DAVID R. FORTENBERRY, RICHARD T. JONES, MARY J. NORVAL, KIMBERLY B. BARHUM, JOINTLY OR SEVERALLY

of HATTIESBURG and State of MS its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 29th day of MARCH A.D., 2016.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 29th day of MARCH A.D., 2016, before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 23rd day of February A.D., 2017



Frank A. Carrino, Secretary

SECTION 905 PROPOSAL

Date 2/22/17

Forrest County, Mississippi

Sirs: The following proposal is made on behalf of Precision Construction LLC
of Hattiesburg, MS
for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of:

Neel - Schaffer

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein 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, in accordance with the above.

Attached hereto is a certified check, cashier's check or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law).

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

SECTION 905 PROPOSAL (Bid Sheet No. 3-5)

PROJECT NUMBER: STP-8771-00(002) LPA / 106943-701000

COUNTY: FORREST

PROJECT DESCRIPTION: PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO CHAIN PARK

I (We) agree to complete the entire project within the specified contract time.

*** SPECIAL NOTICE TO BIDDERS ***

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED.

BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEETS IS SIGNED.

BID SCHEDULE					
PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
201-B001	2	ACRE	CLEARING AND GRUBBING	3500	7000
202-A001	1	LS	REMOVAL OF OBSTRUCTIONS	XXXX	8000
202-B035	880	SY	REMOVAL OF CONCRETE SIDEWALK	8	7040
202-B057	1	EACH	REMOVAL OF INLETS, ALL SIZES	500	500
202-B064	30	LF	REMOVAL OF PIPE, 8" AND ABOVE	10	300
202-B078	260	SY	REMOVAL OF PAVEMENT, ALL TYPES AND DEPTHS	8	2080
202-B093	223	LF	REMOVAL OF CURB & GUTTER, ALL TYPES	8	1784
202-B276	250	CY	REMOVE AND RESET RIPRAP	28	7000
203-A003	100	CY	UNCLASSIFIED EXCAVATION, FM, AH	10	1000
203-EX017	375	CY	BORROW EXCAVATION, AH, FME, CLASS B9	14	5250
203-G003	1,940	CY	EXCESS EXCAVATION, FM, AH	10	19400
211-B001	250	CY	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	25	6250
907-213-A001	1	TON	AGRICULTURAL LIMESTONE	200	200
907-216-B001	4,250	SY	SOLID SODDING, CENTIPEDE	6	25500
219-A001	680	KGAL	WATERING	\$20.00	\$13,600.00
220-A001	1	ACRE	INSECT PEST CONTROL	50	50
907-227-A001	1	ACRE	HYDROSEEDING	3500	3500
234-A001	1,500	LF	TEMPORARY SILT FENCE	1	1500
907-237-A002	1,500	LF	WATTLES, 12"	1	1500
907-246-A002	100	EACH	SANDBAGS	1	100
907-247-A001	1	EACH	TEMPORARY STREAM DIVERSION	6000	6000
907-601-B003	20	CY	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	1000	20,000
602-A001	1,700	LBS.	REINFORCING STEEL	2	3400
603-A048	96	LF	6" STEEL PIPE, WALL THICKNESS 0.188"	28	2688

BID SCHEDULE					
PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
603-CA104	64	LF	60" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	155	9920
603-CE041	24	LF	29" X 18" CONCRETE ARCH PIPE, CLASS A III, FLEXIBLE PLASTIC GASKETS	70	1680
603-CF002	2	EACH	29" X 18" CONCRETE ARCH PIPE END SECTION	750	1500
907-607-PP012	464	LF	FENCING, PER PLANS	34	15776
608-A001	350	SY	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 4" THICKNESS	40	14000
608-A001	3,575	SY	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 5" THICKNESS	42	150,150
608-A001	455	SY	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 8" THICKNESS	50	22,750
609-D006	10	LF	COMBINATION CONCRETE CURB AND GUTTER, TYPE I MODIFIED	100	1000
907-611-PP003	224	SF	DETECTABLE WARNINGS, PER PLANS	20	4480
613-D006	2	EACH	ADJUSTMENT OF WATER METER	500	1000
614-B002	286	SY	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6-INCH THICKNESS	50	14300
907-618-A001	1	LS	MAINTENANCE OF TRAFFIC	XXXX	10,000
907-618-B001	1	SF	ADDITIONAL CONSTRUCTION SIGNS	\$10.00	\$10.00
620-A001	1	LS	MOBILIZATION	XXXX	49,500
630-A001	40	SF	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	45	1800
630-C004	44	LF	STEEL U-SECTION POSTS, 3.0 TO 3.5 LB/FT	15	660
907-699-A002	1	LS	ROADWAY CONSTRUCTION STAKES	XXXX	12,000
815-B001	100	SQ. YD.	GROUTED RIPRAP, SIZE 100	60	6000
818-E001	300	SQ. YD.	GEOTEXTILE UNDER RIPRAP	3	900
1500-A001	1	LS	CONSTRUCTION OF DECORATIVE AWNING	XXXX	50,000
1500-A001	1	LS	CONSTRUCTION OF EARTH MOUND CAR STOP	XXXX	6,000
907-626-G004	1952	LF	THERMOPLASTIC DETAIL STRIPE, WHITE	6	11,712
907-626-H005	10	SF	THERMOPLASTIC LEGEND, WHITE	100	1000
TOTAL BID				529,780	

SECTION 905 PROPOSAL (Continued)

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a certified check, cashier's check or bid bond for five percent (5%) of the total bid and hereby agree that in case of my (our) failure to execute the contract and furnish bonds within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the Local Public Agency as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. <u>1</u>	DATED <u>11/21/2016</u>	ADDENDUM NO. <u>3</u>	DATED <u>02/15/2017</u>
ADDENDUM NO. <u>2</u>	DATED <u>1/09/2017</u>	ADDENDUM NO. _____	DATED _____

Addendum No. 1

1. Replace Sheet 905-2 in the Special Provision, Proposal and Contract Documents with the attached Sheet 905-2.

2. Replace Table of Contents with attached Table of Contents.

3. Insert Notice to Bidders No. 9999 - Bid Opening

Addendum No. 2

1. Replace Sheet 905-2 in the Special Provision, Proposal and Contract Documents with the attached Sheet 905-2.

2. Replace Notice to Bidders No. 9999 - Bid Opening with attached Notice to Bidders No. 9999 - Bid Opening.

Addendum No. 3

1. Replace Sheet 905-2 in the Special Provision, Proposal and Contract Documents with the attached Sheet 905-2.

2. Insert Notice to Bidders 9998 - Additional Liquidated damages.

3. Replace table of contents with attached table of contents.

4. Replace 905-3 and 905-4 of the Bid Proposal with attached 905-3 and 905-4.

5. Replace Supplement to Notice to Bidders 1727 with attached Supplement to Notice to Bidders 1727

6. Replace wage decision in the proposal with attached wage decision

7. Replace drawings 2, 10, 11, 12, 17, 18, 19, 23, and 24 with attached 2, 10, 11, 12, 17, 18, 19, 23, and 24. Insert drawings 2.1 and 24.1

8. Replace Exhibit C in Appendix A of the Proposal with attached Appendix E Norfolk Southern - Special Provisions for Protection of Railway Interests

(To be filled in if a corporation)

TOTAL ADDENDA: 3
(Must agree with total addenda issued prior to opening of bids)

Respectfully Submitted,

DATE 2/22/17

Precision Construction LLC
Contractor

BY N. Smutzer
Signature

TITLE President

ADDRESS 15 Chanticleer Dr Hatt, MS 39402

Our corporation is chartered under the Laws of the State of MS and the names, titles and business addresses of the executives are as follows:

<u>Nathan Smutzer</u>	<u>15 Chanticleer Dr Hatt, MS 39402</u>
President	Address

Secretary	Address
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Treasurer	Address
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The following is my (our) itemized proposal.

Revised 11/2008

SECTION 905 PROPOSAL (Bid Sheet No. 5-5)

PROJECT NUMBER: STP-8771-00(002) LPA / 106943-701000

COUNTY: FORREST

PROJECT DESCRIPTION: PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO CHAIN PARK

COMPLETE ITEM NOS. 1, 2 AND/OR 3 AS APPROPRIATE, SEE NOTICE TO BIDDERS NO. 5266 AND SUPPLEMENT.

1. I/We agree that no less than 5 percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).
2. Classification of Bidder: Small Business (DBE) ☐ Small Business (WBE) ☐
3. A joint venture with a Small Business (DBE/WBE): YES ☐

*** SIGNATURE STATEMENT***

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES SHOWN THERIN CONSTITUTE THEIR OFFICIAL BID.



BIDDER'S SIGNATURE

**Certification with regard to the Performance of Previous
Contracts or Subcontracts subject to the Equal Opportunity
Clause and the filing of Required Reports**

The Bidder ✓, proposed Subcontractor , hereby certifies that he has ✓, has not , participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has ✓, has not , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Precision Construction LLC
(COMPANY)

BY N. [Signature]
President
(TITLE)

DATE: 2/22/17

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT

(Execute in duplicate)

State of Mississippi

County of LamarI, Nathan Smutzel
(Name of person signing certification)individually, and in my capacity as President of
(Title)Precision Construction LLC do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

Precision Construction LLC, Bidder
(Name of Firm, Partnership, or Corporation)on Project No. STP - 8771 - 00 (002) LPA / 106943 - 70/000in Forrest County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here " _____ " if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on 2/22/17

N. [Signature]
Signature

(11/23/92F)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT

(Execute in duplicate)

State of Mississippi

County of LamarI, Nathan Smuteer,
(Name of person signing certification)individually, and in my capacity as President of
(Title)Precision Construction LLC do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

Precision Construction LLC, Bidder
(Name of Firm, Partnership, or Corporation)on Project No. STP-8771-00(002) LPA/106 943-701000,in Forrest County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on 2/22/17

N. [Signature]
Signature

(11/23/92F)

- location of the entity receiving the award and primary location of performance under the award, including city, State, congressional district, and country;
- unique identifier of the entity receiving the award and the parent entity of the recipient, should the entity be owned by another entity; and
- names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: 5TP-8771-00(002)
County: Ford LPA/106943-701000

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: Jeffcoat Fence
Contact Name/Title: Carley Flores Vice President
Firm Mailing Address: P.O. Box 1167 Hatt MS 39403
Phone Number: 601-583-0516
☒ DBE Firm ☐ Non-DBE Firm

Firm Name: Baur Corporation
Contact Name/Title: Shadia Baur owner
Firm Mailing Address: 223 Lynn Bay Rd Petal MS 39466
Phone Number: 601-606-9826
☒ DBE Firm ☐ Non-DBE Firm

Firm Name: Traffic Control Products
Contact Name/Title: Danny Berry
Firm Mailing Address: 235 Excel Dr Pearl, MS 39208
Phone Number: 601-939-2415
☒ DBE Firm ☐ Non-DBE Firm

Firm Name: JL McCool Contractors Inc
Contact Name/Title: _____
Firm Mailing Address: 11700 Hwy 613 North Point MS 39562
Phone Number: 228-769-9771
☐ DBE Firm ☒ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
☐ DBE Firm ☐ Non-DBE Firm

N. [Signature]
SUBMITTED BY (Signature)

Precision Construction LLC
FIRM NAME

Submit this form to the LPA as a part of your bid package. If this form is not signed and included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.

Please make copies of this form when needed and also add those copies to the bid package.



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Twin L Construction, Inc.

8292 Firetower Rd.
Pass Christian, MS 39571

OWNER:
(Name, legal status and address)

City of Hattiesburg
200 Forrest St.
Hattiesburg, MS 39401

BOND AMOUNT: Five Percent (5%) of Total Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Pathway Improvements from Train Depot to Chain Park, Federal-Aid Project No. STP 8771-00(002) LPA/106943-701000

SURETY:
(Name, legal status and principal place of business)
Endurance Assurance Corporation
4 Manhattanville Road, 3rd Floor
Purchase, NY 10577

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **23rd** day of **February** **2017**

(Witness)

(Witness)

Twin L Construction, Inc.

(Principal)

(Title)

(Seal)

Endurance Assurance Corporation

(Surety)

(Title) **Garrett Turner, Attorney-in-Fact**

(Seal)

Init.

ENDURANCE ASSURANCE CORPORATION

POAA000006529 114

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint MARY CATHERINE TURNER, GARRETT TURNER, MEGHANN CATHERINE TURNER its true and lawful Attorney(s)-in-fact, at BATON ROUGE in the State of LA and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

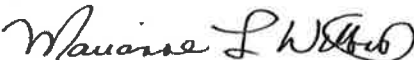
This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

This Power of Attorney shall expire and all authority hereunder shall terminate without notice at midnight (Standard Time where said attorney(s)-in-fact is authorized to act.) December 7, 2019

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 2nd day of December, 2016 at Purchase, New York.

(Corporate Seal)
ATTEST


MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By 
SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK
COUNTY OF WESTCHESTER ss: Purchase

On the 2nd day of December, 2016 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that (s)he signed his (her) name thereto by like order.

(Notarial Seal)





Nicholas James Benenati, Notary Public - My Commission Expires 12/07/2019

CERTIFICATE

STATE OF NEW YORK
COUNTY OF WESTCHESTER ss: Purchase

I, CHRISTOPHER DONELAN the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

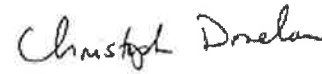
And be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 23rd day of February, 2017

(Corporate Seal)


CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.

Primary Surety Claims Submission: suretybondclaims@enduranceservices.com

Surety Claims Hotline: 877-876-7575

Mailing Address: Endurance Surety Claims Department, 750 Third Avenue - 10th Floor, New York, NY 10017

SECTION 905 PROPOSAL

Date 2-22-17

City of Hattiesburg
Forrest County, Mississippi

Sirs: The following proposal is made on behalf of Twin L Construction, Inc.
of Pass Christian, MS 39571
for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of:

City Clerk of Hattiesburg & Neel-Schaefer or Hattiesburg

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein 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, in accordance with the above.

Attached hereto is a certified check, cashier's check or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law).

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

SECTION 905 PROPOSAL (Continued)

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a certified check, cashier's check or bid bond for five percent (5%) of the total bid and hereby agree that in case of my (our) failure to execute the contract and furnish bonds within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the Local Public Agency as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. <u>1</u>	DATED <u>11/21/2016</u>	ADDENDUM NO. <u>3</u>	DATED <u>02/15/2017</u>
ADDENDUM NO. <u>2</u>	DATED <u>1/09/2017</u>	ADDENDUM NO. _____	DATED _____

Addendum No. 1

1. Replace Sheet 905-2 in the Special Provision, Proposal and Contract Documents with the attached Sheet 905-2.
2. Replace Table of Contents with attached Table of Contents.

Addendum No. 2

1. Replace Sheet 905-2 in the Special Provision, Proposal and Contract Documents with the attached Sheet 905-2.
2. Replace Notice to Bidders No. 9999 - Bid Opening with attached Notice to Bidders No. 9999 - Bid Opening.

Addendum No. 3

1. Replace Sheet 905-2 in the Special Provision, Proposal and Contract Documents with the attached Sheet 905-2.
2. Insert Notice to Bidders 9998 - Additional Liquidated damages.
3. Replace table of contents with attached table of contents.

4. Replace 905-3 and 905-4 of the Bid Proposal with attached 905-3 and 905-4.
5. Replace Supplement to Notice to Bidders 1727 with attached Supplement to Notice to Bidders 1727

6. Replace wage decision in the proposal with attached wage decision
7. Replace drawings 2, 10, 11, 12, 17, 18, 19, 23, and 24 with attached 2, 10, 11, 12, 17, 18, 19, 23, and 24. Insert drawings 2.1 and 24.1

8. Replace Exhibit C in Appendix A of the Proposal with attached Appendix E Norfolk Southern - Special Provisions for Protection of Railway Interests

(To be filled in if a corporation)

TOTAL ADDENDA: 3

(Must agree with total addenda issued prior to opening of bids)

Respectfully Submitted,

DATE 2-22-17

Twin L Const Inc.
Contractor

BY Richard Lader
Signature

TITLE President

ADDRESS 8292 Firetower Rd - Pass
Christman, MS 39571

Our corporation is chartered under the Laws of the State of MS and the names, titles and business addresses of the executives are as follows:

<u>Richard Lader</u>	<u>SAME AS ABOVE</u>	Address
President	" "	"
<u>Rickey Lader</u>	" "	Address
Secretary	" "	"
<u>Rickey Lader</u>	" "	Address
Treasurer		

The following is my (our) itemized proposal.

SECTION 905 PROPOSAL (Continued)

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a certified check, cashier's check or bid bond for **five percent (5%) of the total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bonds within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the Local Public Agency as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. <u>1</u>	DATED <u>11/21/2016</u>	ADDENDUM NO. _____	DATED _____
ADDENDUM NO. <u>2</u>	DATED <u>1/09/2017</u>	ADDENDUM NO. _____	DATED _____

Addendum No. 1

1. Replace Sheet 905-2 in the Special Provision, Proposal and Contract Documents with the attached Sheet 905-2.

2. Replace Table of Contents with attached Table of Contents.

3. Insert Notice to Bidders No. 9999 - Bid Opening

TOTAL ADDENDA: _____

(Must agree with total addenda issued prior to opening of bids)

Respectfully Submitted,

DATE _____

Addendum No. 2

1. Replace Sheet 905-2 in the Special Provision, Proposal and Contract Documents with the attached Sheet 905-2.

2. Replace Notice to Bidders No. 9999 - Bid Opening with attached Notice to Bidders No. 9999 - Bid Opening.

Contractor

BY _____
Signature

TITLE _____

ADDRESS _____

(To be filled in if a corporation)

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	_____ Address
--------------------	------------------

_____ Secretary	_____ Address
--------------------	------------------

_____ Treasurer	_____ Address
--------------------	------------------

The following is my (our) itemized proposal.

Revised 11/2008

SECTION 905 PROPOSAL (Continued)

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a certified check, cashier's check or bid bond for five percent (5%) of the total bid and hereby agree that in case of my (our) failure to execute the contract and furnish bonds within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the Local Public Agency as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. <u>1</u>	DATED <u>11/21/2016</u>	ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____	ADDENDUM NO. _____	DATED _____

1. Replace Sheet 905-2 in the Special Provision, Proposal and Contract Documents with the attached Sheet 905-2.
2. Replace Table of Contents with attached Table of Contents.
3. Insert Notice to Bidders No. 9999 - Bid Opening

TOTAL ADDENDA: _____
(Must agree with total addenda issued prior to opening of bids)

Respectfully Submitted,

DATE _____

Contractor

BY _____
Signature

TITLE _____

ADDRESS _____

(To be filled in if a corporation)

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

Address

Secretary

Address

Treasurer

Address

The following is my (our) itemized proposal.

Revised 11/2008

SECTION 905 PROPOSAL (Bid Sheet No. 3-5)

PROJECT NUMBER: STP-8771-00(002) LPA / 106943-701000

COUNTY: FORREST

PROJECT DESCRIPTION: PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO CHAIN PARK

I (We) agree to complete the entire project within the specified contract time.

***** SPECIAL NOTICE TO BIDDERS *****

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED.

BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEETS IS SIGNED.

BID SCHEDULE					
PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
201-B001	2	ACRE	CLEARING AND GRUBBING	10,000.00	20,000.00
202-A001	1	LS	REMOVAL OF OBSTRUCTIONS	XXXX	5,000.00
202-B035	880	SY	REMOVAL OF CONCRETE SIDEWALK	9.00	7,920.00
202-B057	1	EACH	REMOVAL OF INLETS, ALL SIZES	750.00	750.00
202-B064	30	LF	REMOVAL OF PIPE, 8" AND ABOVE	5.00	150.00
202-B078	260	SY	REMOVAL OF PAVEMENT, ALL TYPES AND DEPTHS	RL 5.00	1,300.00
202-B093	223	LF	REMOVAL OF CURB & GUTTER, ALL TYPES	RL 2.50	557.50
202-B276	250	CY	REMOVE AND RESET RIPRAP	RL 75.00	18,750.00
203-A003	100	CY	UNCLASSIFIED EXCAVATION, FM, AH	RL 9.00	900.00
203-EX017	375	CY	BORROW EXCAVATION, AH, FME, CLASS B9	RL 21.00	7,875.00
203-G003	1,940	CY	EXCESS EXCAVATION, FM, AH	RL 9.00	17,460.00
211-B001	250	CY	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	RL 25.00	6,250.00
907-213-A001	1	TON	AGRICULTURAL LIMESTONE	105.00	105.00
907-216-B001	4,250	SY	SOLID SODDING, CENTIPEDE	7.00	29,750.00
219-A001	680	KGAL	WATERING	\$20.00	\$13,600.00
220-A001	1	ACRE	INSECT PEST CONTROL	10,000.00	10,000.00
907-227-A001	1	ACRE	HYDROSEEDING	10,000.00	10,000.00
234-A001	1,500	LF	TEMPORARY SILT FENCE	4.25	6,375.00
907-237-A002	1,500	LF	WATTLES, 12"	7.00	10,500.00
907-246-A002	100	EACH	SANDBAGS	12.00	1,200.00
907-247-A001	1	EACH	TEMPORARY STREAM DIVERSION	750.00	750.00
907-601-B003	20	CY	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	1,100.00	22,000.00
602-A001	1,700	LBS.	REINFORCING STEEL	6.00	10,200.00 RL
603-A048	96	LF	6" STEEL PIPE, WALL THICKNESS 0.188"	36.00	3,456.00

BID SCHEDULE					
PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
603-CA104	64	LF	60" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	210.00	13,440.00
603-CE041	24	LF	29" X 18" CONCRETE ARCH PIPE, CLASS A III, FLEXIBLE PLASTIC GASKETS	72.00	1,728.00
603-CF002	2	EACH	29" X 18" CONCRETE ARCH PIPE END SECTION	1,200.00	2,400.00
907-607-PP012	464	LF	FENCING, PER PLANS	25.00	11,600.00
608-A001	350	SY	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 4" THICKNESS	52.00	18,200.00
608-A001	3,575	SY	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 5" THICKNESS	56.00	200,200.00
608-A001	455	SY	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 8" THICKNESS	60.00	27,300.00
609-D006	10	LF	COMBINATION CONCRETE CURB AND GUTTER, TYPE I MODIFIED	25.00	250.00
907-611-PP003	224	SF	DETECTABLE WARNINGS, PER PLANS	18.00	4,032.00
613-D006	2	EACH	ADJUSTMENT OF WATER METER	175.00	350.00
614-B002	286	SY	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6-INCH THICKNESS	58.00	16,588.00
907-618-A001	1	LS	MAINTENANCE OF TRAFFIC	XXXX	12,000.00
907-618-B001	1	SF	ADDITIONAL CONSTRUCTION SIGNS	\$10.00	\$10.00
620-A001	1	LS	MOBILIZATION	XXXX	25,000.00
630-A001	40	SF	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	16.00	640.00
630-C004	44	LF	STEEL U-SECTION POSTS, 3.0 TO 3.5 LB/FT	10.00	440.00
907-699-A002	1	LS	ROADWAY CONSTRUCTION STAKES	XXXX	12,000.00
815-B001	100	SQ. YD.	GROUTED RIPRAP, SIZE 100	55.00	5,500.00
818-E001	300	SQ. YD.	GEOTEXTILE UNDER RIPRAP	4.25	1,275.00
1500-A001	1	LS	CONSTRUCTION OF DECORATIVE AWNING	XXXX	35,000.00
1500-A001	1	LS	CONSTRUCTION OF EARTH MOUND CAR STOP	XXXX	4,500.00
907-626-G004	1952	LF	THERMOPLASTIC DETAIL STRIPE, WHITE	9.50	18,544.00
907-626-H005	10	SF	THERMOPLASTIC LEGEND, WHITE	32.00	320.00
TOTAL BID				\$	616,165.50

SECTION 905 PROPOSAL (Bid Sheet No. 5-5)

PROJECT NUMBER: STP-8771-00(002) LPA / 106943-701000

COUNTY: FORREST

PROJECT DESCRIPTION: PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO CHAIN PARK

COMPLETE ITEM NOS. 1, 2 AND/OR 3 AS APPROPRIATE, SEE NOTICE TO BIDDERS NO. 5266 AND SUPPLEMENT.

1. I/We agree that no less than 5 percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).
2. Classification of Bidder: Small Business (DBE) ☐ Small Business (WBE) ☐
3. A joint venture with a Small Business (DBE/WBE): YES ☐

*** SIGNATURE STATEMENT***

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES SHOWN THERIN CONSTITUTE THEIR OFFICIAL BID.



BIDDER'S SIGNATURE

**Certification with regard to the Performance of Previous
Contracts or Subcontracts subject to the Equal Opportunity
Clause and the filing of Required Reports**

The Bidder X, proposed Subcontractor , hereby certifies that he has X, has not , participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has X, has not , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Turn L Const Inc.
(COMPANY)
BY Abelard J. J. Jr.
President
(TITLE)

DATE: 2-22-17

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT

(Execute in duplicate)

State of Mississippi

County of HarrisonI, Richard Ladner,
(Name of person signing certification)individually, and in my capacity as President of
(Title)Twin L Const. Inc. do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

Twin L Const. Inc., Bidder
(Name of Firm, Partnership, or Corporation)on Project No. STP 8771-00(002) LPA/106943-701000,in Forrest County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

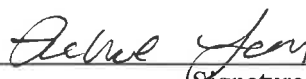
The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on 2-22-17


Signature

(11/23/92F)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT

(Execute in duplicate)

State of Mississippi

County of HarrisonI, Richard Ladner
(Name of person signing certification)individually, and in my capacity as President of
(Title)Twin L Const Inc. do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

Twin L Const Inc., Bidder
(Name of Firm, Partnership, or Corporation)on Project No. STP 871-00(002) CPA/106943-701000in Forrest County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on 2-22-17


Signature

(11/23/92F)

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: STP 8771-00(002) LPA/100943-701000
County: Forrest

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: Traffic Control
Contact Name/Title: _____
Firm Mailing Address: P.O. Box 820 Branda, MS 39043
Phone Number: 601-939-2415
☒ DBE Firm ☐ Non-DBE Firm

Firm Name: W. Engineering
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: (601) 928-5981
☐ DBE Firm ☒ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
☐ DBE Firm ☐ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
☐ DBE Firm ☐ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
☐ DBE Firm ☐ Non-DBE Firm

[Signature]
SUBMITTED BY (Signature)
Twin L Const Inc.
FIRM NAME

Submit this form to the LPA as a part of your bid package. If this form is not signed and included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.

Please make copies of this form when needed and also add those copies to the bid package.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

**Fairley Construction Services, Inc.
828 Hwy 11
Petal, MS 39465**

SURETY:

(Name, legal status and principal place of business)

**Westfield Insurance Company
P.O. Box 5001
Westfield Center, OH 44251-5001**

OWNER:

(Name, legal status and address)

**City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39401**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of the Amount Bid-----

PROJECT:

(Name, location or address, and Project number, if any)

**Pathway Improvements from Train Depot to Chain Park
Federal Aid Project No. STP 8771-00(002) LPA/106943-701000
Hattiesburg, MS**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **23rd** day of **February**, 2017

Cynthia A. Barner
(Witness)

Fairley Construction Services, Inc.
(Contractor as Principal) (Seal)
Stephen M. Fairley
(Title) Stephen M. Fairley, President

Gawen J. Ellis
(Witness)

Westfield Insurance Company
(Surety) (Seal)
Kimberly B. Barhum
(Title) Kimberly B. Barhum, Attorney-In-Fact
MS Resident Agent

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/29/16, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2320202 13

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DAVID R. FORTENBERRY, RICHARD T. JONES, MARY J. NORVAL, KIMBERLY B. BARHUM, JOINTLY OR SEVERALLY

of **HATTIESBURG** and State of **MS** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 29th day of MARCH A.D., 2016.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina

ss.:

On this 29th day of MARCH A.D., 2016, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina

ss.:

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 23rd day of February A.D. 2017.



Frank A. Carrino, Secretary

SECTION 905 PROPOSAL

Date February 23, 2017

Forrest County, Mississippi

Sirs: The following proposal is made on behalf of Fairley Construction Services, Inc.
of 828 Hwy 11, Petal MS, Forrest County
for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of:

City of Hattiesburg, City Clerk's Office and Neel-Schaffer, Inc. office

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein 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, in accordance with the above.

Attached hereto is a certified check, cashier's check or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law).

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

SECTION 905 PROPOSAL (Continued)

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a certified check, cashier's check or bid bond for **five percent (5%) of the total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bonds within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the Local Public Agency as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. <u>1</u>	DATED <u>11/21/2016</u>	ADDENDUM NO. <u>3</u>	DATED <u>02/15/2017</u>
ADDENDUM NO. <u>2</u>	DATED <u>1/09/2017</u>	ADDENDUM NO. _____	DATED _____

Addendum No. 1

1. Replace Sheet 905-2 in the Special Provision, Proposal and Contract Documents with the attached Sheet 905-2.

2. Replace Table of Contents with attached Table of Contents.

3. Insert Notice to Bidders No. 9999 - Bid Opening

Addendum No. 2

1. Replace Sheet 905-2 in the Special Provision, Proposal and Contract Documents with the attached Sheet 905-2.

2. Replace Notice to Bidders No. 9999 - Bid Opening with attached Notice to Bidders No. 9999 - Bid Opening.

Addendum No. 3

1. Replace Sheet 905-2 in the Special Provision, Proposal and Contract Documents with the attached Sheet 905-2.

2. Insert Notice to Bidders 9998 - Additional Liquidated damages.

3. Replace table of contents with attached table of contents.

4. Replace 905-3 and 905-4 of the Bid Proposal with attached 905-3 and 905-4.

5. Replace Supplement to Notice to Bidders 1727 with attached Supplement to Notice to Bidders 1727

6. Replace wage decision in the proposal with attached wage decision

7. Replace drawings 2, 10, 11, 12, 17, 18, 19, 23, and 24 with attached 2, 10, 11, 12, 17, 18, 19, 23, and 24. Insert drawings 2.1 and 24.1

8. Replace Exhibit C in Appendix A of the Proposal with attached Appendix E Norfolk Southern - Special Provisions for Protection of Railway Interests

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of Mississippi and the names, titles and business addresses of the executives are as follows:

<u>Stephen M. Fairley</u> President	<u>828 Hwy 11, Petal MS 39465</u> Address
<u>Wesley T. Fairley</u> Secretary	<u>828 Hwy 11, Petal MS 39465</u> Address
<u>Wesley T. Fairley</u> Treasurer	<u>828 Hwy 11, Petal MS 39465</u> Address

The following is my (our) itemized proposal.

Revised 11/2008

SECTION 905 PROPOSAL (Bid Sheet No. 3-5)

PROJECT NUMBER: STP-8771-00(002) LPA / 106943-701000

COUNTY: FORREST

PROJECT DESCRIPTION: PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO CHAIN PARK

I (We) agree to complete the entire project within the specified contract time.

*** SPECIAL NOTICE TO BIDDERS ***

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED.

BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEETS IS SIGNED.

BID SCHEDULE					
PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
201-B001	2	ACRE	CLEARING AND GRUBBING	12,250.00	24,500.00
202-A001	1	LS	REMOVAL OF OBSTRUCTIONS	XXXX	9,635.00
202-B035	880	SY	REMOVAL OF CONCRETE SIDEWALK	10.70	9,416.00
202-B057	1	EACH	REMOVAL OF INLETS, ALL SIZES	350.00	350.00
202-B064	30	LF	REMOVAL OF PIPE, 8" AND ABOVE	10.00	300.00
202-B078	260	SY	REMOVAL OF PAVEMENT, ALL TYPES AND DEPTHS	9.00	2,340.00
202-B093	223	LF	REMOVAL OF CURB & GUTTER, ALL TYPES	5.50	1,226.50
202-B276	250	CY	REMOVE AND RESET RIPRAP	26.00	6,500.00
203-A003	100	CY	UNCLASSIFIED EXCAVATION, FM, AH	15.00	1,500.00
203-EX017	375	CY	BORROW EXCAVATION, AH, FME, CLASS B9	14.00	5,250.00
203-G003	1,940	CY	EXCESS EXCAVATION, FM, AH	11.00	21,340.00
211-B001	250	CY	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	22.00	5,500.00
907-213-A001	1	TON	AGRICULTURAL LIMESTONE	152.00	152.00
907-216-B001	4,250	SY	SOLID SODDING, CENTIPEDE	5.00	21,250.00
219-A001	680	KGAL	WATERING	\$20.00	\$13,600.00
220-A001	1	ACRE	INSECT PEST CONTROL	75.00	75.00
907-227-A001	1	ACRE	HYDROSEEDING	3,000.00	3,000.00
234-A001	1,500	LF	TEMPORARY SILT FENCE	3.00	4,500.00
907-237-A002	1,500	LF	WATTLES, 12"	6.00	9,000.00
907-246-A002	100	EACH	SANDBAGS	15.00	1,500.00
907-247-A001	1	EACH	TEMPORARY STREAM DIVERSION	6,000.00	6,000.00
907-601-B003	20	CY	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	700.00	14,000.00
602-A001	1,700	LBS.	REINFORCING STEEL	1.50	2,550.00
603-A048	96	LF	6" STEEL PIPE, WALL THICKNESS 0.188"	22.00	2,112.00

BID SCHEDULE					
PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
603-CA104	64	LF	60" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	280.00	17,920.00
603-CE041	24	LF	29" X 18" CONCRETE ARCH PIPE, CLASS A III, FLEXIBLE PLASTIC GASKETS	60.00	1,440.00
603-CF002	2	EACH	29" X 18" CONCRETE ARCH PIPE END SECTION	600.00	1,200.00
907-607-PP012	464	LF	FENCING, PER PLANS	31.40	14,569.60
608-A001	350	SY	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 4" THICKNESS	38.00	13,300.00
608-A001	3,575	SY	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 5" THICKNESS	36.00	128,700.00
608-A001	455	SY	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 8" THICKNESS	61.34	27,909.70
609-D006	10	LF	COMBINATION CONCRETE CURB AND GUTTER, TYPE I MODIFIED	41.00	410.00
907-611-PP003	224	SF	DETECTABLE WARNINGS, PER PLANS	24.00	5,376.00
613-D006	2	EACH	ADJUSTMENT OF WATER METER	350.00	700.00
614-B002	286	SY	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6-INCH THICKNESS	42.40	12,126.40
907-618-A001	1	LS	MAINTENANCE OF TRAFFIC	XXXX	11,600.00
907-618-B001	1	SF	ADDITIONAL CONSTRUCTION SIGNS	\$10.00	\$10.00
620-A001	1	LS	MOBILIZATION	XXXX	79,000.00
630-A001	40	SF	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	58.75	2,350.00
630-C004	44	LF	STEEL U-SECTION POSTS, 3.0 TO 3.5 LB/FT	7.50	330.00
907-699-A002	1	LS	ROADWAY CONSTRUCTION STAKES	XXXX	9,000.00
815-B001	100	SQ. YD.	GROUTED RIPRAP, SIZE 100	116.40	11,640.00
818-E001	300	SQ. YD.	GEOTEXTILE UNDER RIPRAP	3.00	900.00
1500-A001	1	LS	CONSTRUCTION OF DECORATIVE AWNING	XXXX	104,125.00
1500-A001	1	LS	CONSTRUCTION OF EARTH MOUND CAR STOP	XXXX	5,000.00
907-626-G004	1952	LF	THERMOPLASTIC DETAIL STRIPE, WHITE	4.00	7,808.00
907-626-H005	10	SF	THERMOPLASTIC LEGEND, WHITE	30.62	306.20
TOTAL BID				621,317.40	

SECTION 905 PROPOSAL (Bid Sheet No. 5-5)

PROJECT NUMBER: STP-8771-00(002) LPA / 106943-701000

COUNTY: FORREST

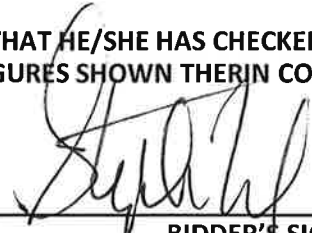
PROJECT DESCRIPTION: PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO CHAIN PARK

COMPLETE ITEM NOS. 1, 2 AND/OR 3 AS APPROPRIATE, SEE NOTICE TO BIDDERS NO. 5266 AND SUPPLEMENT.

1. I/We agree that no less than 5% percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).
2. Classification of Bidder: Small Business (DBE) ☐ Small Business (WBE) ☐
3. A joint venture with a Small Business (DBE/WBE): YES ☐

*** SIGNATURE STATEMENT***

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES SHOWN THEREIN CONSTITUTE THEIR OFFICIAL BID.



BIDDER'S SIGNATURE

**Certification with regard to the Performance of Previous
Contracts or Subcontracts subject to the Equal Opportunity
Clause and the filing of Required Reports**

The Bidder X, proposed Subcontractor , hereby certifies that he has X, has not , participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has , has not X, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Fairley Construction Services, Inc.
(COMPANY)
BY [Signature]
President
(TITLE)

DATE: February 23, 2017

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATIONNON-COLLUSION AFFIDAVIT

(Execute in duplicate)

State of Mississippi

County of ForrestI, Stephen M Fairley,
(Name of person signing certification)individually, and in my capacity as President of
(Title)Fairley Construction Services, Inc. do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

Fairley Construction Services, Inc., Bidder
(Name of Firm, Partnership, or Corporation)on Project No. STP 8771-00(002)in Forrest County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

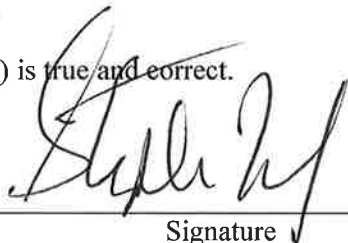
The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on February 23, 2017



Signature

(11/23/92F)

MISSISSIPPI DEPARTMENT OF TRANSPORTATIONNON-COLLUSION AFFIDAVIT

(Execute in duplicate)

State of Mississippi

County of ForrestI, Stephen M. Fairley
(Name of person signing certification)individually, and in my capacity as President of
(Title)Fairley Construction Services, Inc. do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

Fairley Construction Services, Inc., Bidder
(Name of Firm, Partnership, or Corporation)on Project No. STP 8771-00(002)in Forrest County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on February 23, 2017



Signature

(11/23/92F)

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: STP 8771-00(002)
County: Forrest

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

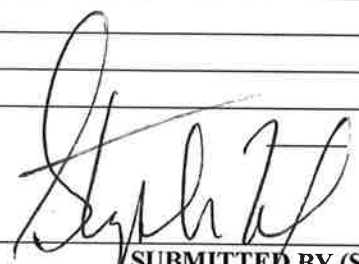
Firm Name: Traffic Control Products Co., Inc.
Contact Name/Title: Wendy Garner
Firm Mailing Address: P.O. Box 820, Brandon MS 39043
Phone Number: 601-939-2415
☒ DBE Firm ☐ Non-DBE Firm

Firm Name: United Fence Co.
Contact Name/Title: Kevin Faut
Firm Mailing Address: 255 McLeod St, Hattiesburg MS 39401
Phone Number: 601-582-0406
☐ DBE Firm ☒ Non-DBE Firm

Firm Name: Traweck Construction, LLC
Contact Name/Title: Jessica Traweck
Firm Mailing Address: 3542 Hwy 26, Wiggins MS 39577
Phone Number: 601-928-5555
☒ DBE Firm ☐ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
☐ DBE Firm ☐ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
☐ DBE Firm ☐ Non-DBE Firm


SUBMITTED BY (Signature)
Fairley Construction Services, Inc.
FIRM NAME

Submit this form to the LPA as a part of your bid package. If this form is not signed and included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.

Please make copies of this form when needed and also add those copies to the bid package.



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

RJM-McQueen Contracting, Inc.
80 Ramsey McQueen Road
Collins, MS 39428

SURETY:

(Name, legal status and principal place of business)

U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040-6094

OWNER:

(Name, legal status and address)

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of the Amount Bid-----

PROJECT:

(Name, location or address, and Project number, if any)

Pathway Improvements from Train Depot to Chain Park
Federal Aid Project No. STP 8771-00(002) LPA/106943-701000
Hattiesburg, MS

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **23rd** day of **February**, 2017

Pamela Griffith
(Witness)

RJM-McQueen Contracting, Inc.

(Contractor as Principal)

[Signature] (Seal)
(Title)

Darlene Lindsey
(Witness)

U.S. Specialty Insurance Company

(Surety)

(Seal)

Dewey Brashier
(Title)

Dewey Brashier, Attorney-In-Fact
MS Resident Agent

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jim E. Brashier, Troy P. Wagener, Loren Richard Howell, Jr., Dewey Brashier,
Kathleen B. Scarborough, Susan Skrmetta

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars (\$ ***unlimited***).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature

(Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 23rd day of February, 2017.

Corporate Seals

Bond No. N/A
Agency No. 17033



Kio Lo, Assistant Secretary

SECTION 905 PROPOSAL

Date 2/23/17

Hattiesburg
Forrest County, Mississippi

Sirs: The following proposal is made on behalf of RJM-McQueen Contracting, Inc.
of 80 Ramsey McQueen Rd Collins, Ms 39428
for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of:

Neel-Schaffer

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein 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, in accordance with the above.

Attached hereto is a certified check, cashier's check or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law).

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

SECTION 905 PROPOSAL (Continued)

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a certified check, cashier's check or bid bond for five percent (5%) of the total bid and hereby agree that in case of my (our) failure to execute the contract and furnish bonds within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the Local Public Agency as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. <u>1</u>	DATED <u>11/21/2016</u>	ADDENDUM NO. <u>3</u>	DATED <u>02/15/2017</u>
ADDENDUM NO. <u>2</u>	DATED <u>1/09/2017</u>	ADDENDUM NO. _____	DATED _____

Addendum No. 1

1. Replace Sheet 905-2 in the Special Provision, Proposal and Contract Documents with the attached Sheet 905-2.

2. Replace Table of Contents with attached Table of Contents.

3. Insert Notice to Bidders No. 9999 - Bid Opening

Addendum No. 2

1. Replace Sheet 905-2 in the Special Provision, Proposal and Contract Documents with the attached Sheet 905-2.

2. Replace Notice to Bidders No. 9999 - Bid Opening with attached Notice to Bidders No. 9999 - Bid Opening.

Addendum No. 3

1. Replace Sheet 905-2 in the Special Provision, Proposal and Contract Documents with the attached Sheet 905-2.

2. Insert Notice to Bidders 9998 - Additional Liquidated damages.

3. Replace table of contents with attached table of contents.

4. Replace 905-3 and 905-4 of the Bid Proposal with attached 905-3 and 905-4.

5. Replace Supplement to Notice to Bidders 1727 with attached Supplement to Notice to Bidders 1727

6. Replace wage decision in the proposal with attached wage decision

7. Replace drawings 2, 10, 11, 12, 17, 18, 19, 23, and 24 with attached 2, 10, 11, 12, 17, 18, 19, 23, and 24. Insert drawings 2, 1 and 24.1

8. Replace Exhibit C in Appendix A of the Proposal with attached Appendix E Norfolk Southern - Special Provisions for Protection of Railway Interests

(To be filled in if a corporation)

TOTAL ADDENDA: 3

(Must agree with total addenda issued prior to opening of bids)

Respectfully Submitted,

DATE 2/23/17

RJM-McQueen Contracting, Inc.
Contractor

BY [Signature]
Signature

TITLE President

ADDRESS 80 Ramsey McQueen Rd Collins, MS

Our corporation is chartered under the Laws of the State of Mississippi and the names, titles and business addresses of the executives are as follows:

<u>Regina McQueen</u>	<u>80 Ramsey McQueen Rd</u>	<u>Collins, MS</u>
President		Address

<u>Regina McQueen</u>	<u>80 Ramsey McQueen Rd</u>	<u>Collins, MS</u>
Secretary		Address

<u>Regina McQueen</u>	<u>80 Ramsey McQueen Rd</u>	<u>Collins, MS</u>
Treasurer		Address

The following is my (our) itemized proposal.

Revised 11/2008

SECTION 905 PROPOSAL (Continued)

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a certified check, cashier's check or bid bond for five percent (5%) of the total bid and hereby agree that in case of my (our) failure to execute the contract and furnish bonds within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the Local Public Agency as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. <u>1</u>	DATED <u>11/21/2016</u>	ADDENDUM NO. _____	DATED _____
ADDENDUM NO. <u>2</u>	DATED <u>1/09/2017</u>	ADDENDUM NO. _____	DATED _____

Addendum No. 1

1. Replace Sheet 905-2 in the Special Provision, Proposal and Contract Documents with the attached Sheet 905-2.
2. Replace Table of Contents with attached Table of Contents.
3. Insert Notice to Bidders No. 9999 - Bid Opening

Addendum No. 2

1. Replace Sheet 905-2 in the Special Provision, Proposal and Contract Documents with the attached Sheet 905-2.
2. Replace Notice to Bidders No. 9999 - Bid Opening with attached Notice to Bidders No. 9999 - Bid Opening.

TOTAL ADDENDA: _____

(Must agree with total addenda issued prior to opening of bids)

Respectfully Submitted,

DATE 2/23/17

RJM-McQueen Contracting Inc.

BY [Signature] Contractor
Signature

TITLE President

ADDRESS 80 Ramsey McQueen Rd Collins, Ms

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of Mississippi and the names, titles and business addresses of the executives are as follows:

<u>Regina McQueen</u>	<u>80 Ramsey McQueen Rd Collins, Ms 39428</u>
President	Address

<u>Regina McQueen</u>	<u>80 Ramsey McQueen Rd Collins, Ms 39428</u>
Secretary	Address

<u>Regina McQueen</u>	<u>80 Ramsey McQueen Rd Collins, Ms 39428</u>
Treasurer	Address

The following is my (our) itemized proposal.

SECTION 905 PROPOSAL (Continued)

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a certified check, cashier's check or bid bond for **five percent (5%) of the total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bonds within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the Local Public Agency as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. <u>1</u>	DATED <u>11/21/2016</u>	ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____	ADDENDUM NO. _____	DATED _____

1. Replace Sheet 905-2 in the Special Provision, Proposal and Contract Documents with the attached Sheet 905-2.

2. Replace Table of Contents with attached Table of Contents.

3. Insert Notice to Bidders No. 9999 - Bid Opening

TOTAL ADDENDA: _____

(Must agree with total addenda issued prior to opening of bids)

Respectfully Submitted,

DATE 2/23/17

RJM-McQueen Contracting, Inc.
Contractor

BY [Signature]
Signature

TITLE President

ADDRESS 80 Ramsey McQueen Rd Collins, MS

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of Mississippi and the names, titles and business addresses of the executives are as follows:

<u>Regina McQueen</u>	<u>80 Ramsey McQueen Rd</u>	<u>Collins, MS 39428</u>
President		Address

<u>Regina McQueen</u>	<u>80 Ramsey McQueen Rd</u>	<u>Collins, MS 39428</u>
Secretary		Address

<u>Regina McQueen</u>	<u>80 Ramsey McQueen Rd</u>	<u>Collins, MS 39428</u>
Treasurer		Address

The following is my (our) itemized proposal.

SECTION 905 PROPOSAL (Continued)

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a certified check, cashier's check or bid bond for **five percent (5%) of the total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bonds within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the Local Public Agency as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. <u>1</u>	DATED <u>11/21/16</u>	ADDENDUM NO. _____	DATED _____
ADDENDUM NO. <u>2</u>	DATED <u>01/09/17</u>	ADDENDUM NO. _____	DATED _____

TOTAL ADDENDA: 2
(Must agree with total addenda issued prior to opening of bids)

Respectfully Submitted,

DATE 2/23/17

RSM-McQueen Contracting, Inc.

BY [Signature] Contractor
Signature

TITLE President

ADDRESS 80 Ramsey McQueen Rd Collins, MS

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of Mississippi and the names, titles and business addresses of the executives are as follows:

<u>Regina McQueen</u>	<u>80 Ramsey McQueen Rd</u>	<u>Collins, MS</u>	<u>39428</u>
President		Address	

<u>Regina McQueen</u>	<u>80 Ramsey McQueen Rd</u>	<u>Collins, MS</u>	<u>39428</u>
Secretary		Address	

<u>Regina McQueen</u>	<u>80 Ramsey McQueen Rd</u>	<u>Collins, MS</u>	<u>39428</u>
Treasurer		Address	

The following is my (our) itemized proposal.

SECTION 905 PROPOSAL (Bid Sheet No. 3-5)

PROJECT NUMBER: STP-8771-00(002) LPA / 106943-701000

COUNTY: FORREST

PROJECT DESCRIPTION: PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO CHAIN PARK

I (We) agree to complete the entire project within the specified contract time.

***** SPECIAL NOTICE TO BIDDERS *****

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED.

BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEETS IS SIGNED.

BID SCHEDULE					
PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
201-B001	2	ACRE	CLEARING AND GRUBBING	17,500	35,000.
202-A001	1	LS	REMOVAL OF OBSTRUCTIONS	XXXX	11,000.
202-B035	880	SY	REMOVAL OF CONCRETE SIDEWALK	9.00	7,920.
202-B057	1	EACH	REMOVAL OF INLETS, ALL SIZES	350.	350.
202-B064	30	LF	REMOVAL OF PIPE, 8" AND ABOVE	10.	300.
202-B078	260	SY	REMOVAL OF PAVEMENT, ALL TYPES AND DEPTHS	15.	3,900.
202-B093	223	LF	REMOVAL OF CURB & GUTTER, ALL TYPES	12.	2,676.
202-B276	250	CY	REMOVE AND RESET RIPRAP	25.	6,250.
203-A003	100	CY	UNCLASSIFIED EXCAVATION, FM, AH	30.	3,000.
203-EX017	375	CY	BORROW EXCAVATION, AH, FME, CLASS B9	22.	8,250.
203-G003	1,940	CY	EXCESS EXCAVATION, FM, AH	10.	19,400.
211-B001	250	CY	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	15.	3,750.
907-213-A001	1	TON	AGRICULTURAL LIMESTONE	75.	75.
907-216-B001	4,250	SY	SOLID SODDING, CENTIPEDE	3.30	14,025.
219-A001	680	KGAL	WATERING	\$20.00	\$13,600.00
220-A001	1	ACRE	INSECT PEST CONTROL	100.	100.
907-227-A001	1	ACRE	HYDROSEEDING	3,400.	3,400.
234-A001	1,500	LF	TEMPORARY SILT FENCE	2.90	4,350.
907-237-A002	1,500	LF	WATTLES, 12"	2.00	3,000.
907-246-A002	100	EACH	SANDBAGS	3.00	300.
907-247-A001	1	EACH	TEMPORARY STREAM DIVERSION	7,500	7,500
907-601-B003	20	CY	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	1,250	25,000.
602-A001	1,700	LBS.	REINFORCING STEEL	1.00	1,700.
603-A048	96	LF	6" STEEL PIPE, WALL THICKNESS 0.188"	10.	960.

BID SCHEDULE					
PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
603-CA104	64	LF	60" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	265.	16,960.
603-CE041	24	LF	29" X 18" CONCRETE ARCH PIPE, CLASS A III, FLEXIBLE PLASTIC GASKETS	68.	1,632.
603-CF002	2	EACH	29" X 18" CONCRETE ARCH PIPE END SECTION	690.	1,380.
907-607-PP012	464	LF	FENCING, PER PLANS	40.	18,560.
608-A001	350	SY	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 4" THICKNESS	42.	14,700
608-A001	3,575	SY	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 5" THICKNESS	44.	157,300.
608-A001	455	SY	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 8" THICKNESS	53.	24,115
609-D006	10	LF	COMBINATION CONCRETE CURB AND GUTTER, TYPE I MODIFIED	45.	450.
907-611-PP003	224	SF	DETECTABLE WARNINGS, PER PLANS	30.	6720.
613-D006	2	EACH	ADJUSTMENT OF WATER METER	350.	700.
614-B002	286	SY	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6-INCH THICKNESS	54.	15,444
907-618-A001	1	LS	MAINTENANCE OF TRAFFIC	XXXX	30,000
907-618-B001	1	SF	ADDITIONAL CONSTRUCTION SIGNS	\$10.00	\$10.00
620-A001	1	LS	MOBILIZATION	XXXX	109,000
630-A001	40	SF	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	52.	2,080.
630-C004	44	LF	STEEL U-SECTION POSTS, 3.0 TO 3.5 LB/FT	6.75	297.
907-699-A002	1	LS	ROADWAY CONSTRUCTION STAKES	XXXX	11,000.
815-B001	100	SQ. YD.	GROUTED RIPRAP, SIZE 100	200.	20,000.
818-E001	300	SQ. YD.	GEOTEXTILE UNDER RIPRAP	2.25	675.
1500-A001	1	LS	CONSTRUCTION OF DECORATIVE AWNING	XXXX	87,500.
1500-A001	1	LS	CONSTRUCTION OF EARTH MOUND CAR STOP	XXXX	2,800.
907-626-G004	1952	LF	THERMOPLASTIC DETAIL STRIPE, WHITE	8.00	15,616.
907-626-H005	10	SF	THERMOPLASTIC LEGEND, WHITE	27.60	276.
TOTAL BID					713,021.00

SECTION 905 PROPOSAL (Bid Sheet No. 5-5)

PROJECT NUMBER: STP-8771-00(002) LPA / 106943-701000

COUNTY: FORREST

PROJECT DESCRIPTION: PATHWAY IMPROVEMENTS FROM TRAIN DEPOT TO CHAIN PARK

COMPLETE ITEM NOS. 1, 2 AND/OR 3 AS APPROPRIATE, SEE NOTICE TO BIDDERS NO. 5266 AND SUPPLEMENT.

1. I/We agree that no less than _____ percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).
2. Classification of Bidder: Small Business (DBE) ☒ Small Business (WBE) ☒
3. A joint venture with a Small Business (DBE/WBE): YES ☐

*** SIGNATURE STATEMENT***

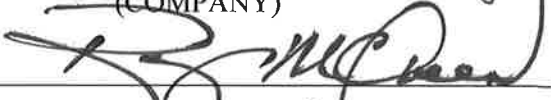
BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES SHOWN THERIN CONSTITUTE THEIR OFFICIAL BID.



BIDDER'S SIGNATURE

**Certification with regard to the Performance of Previous
Contracts or Subcontracts subject to the Equal Opportunity
Clause and the filing of Required Reports**

The Bidder ☒, proposed Subcontractor ☐, hereby certifies that he has ☒, has not ☐, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has ☒, has not ☐, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

RJM-McQueen Contracting, Inc.
(COMPANY)
BY 
Regina McQueen - President
(TITLE)

DATE: 2/23/17

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT

(Execute in duplicate)

State of Mississippi

County of CovingtonI, Regina McQueen
(Name of person signing certification)individually, and in my capacity as President of
(Title)RJM-McQueen Contracting, Inc. do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

RJM-McQueen Contracting, Inc., Bidder
(Name of Firm, Partnership, or Corporation)on Project No. STP - 8771 - 00(002) LPA / 106943 - 701000in Forrest County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on 2/23/17


Signature

(11/23/92F)

MISSISSIPPI DEPARTMENT OF TRANSPORTATIONNON-COLLUSION AFFIDAVIT

(Execute in duplicate)

State of Mississippi

County of CovingtonI, Regina McQueen,
(Name of person signing certification)individually, and in my capacity as President of
(Title)RJM-McQueen Contracting, Inc. do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

RJM-McQueen Contracting, Inc., Bidder
(Name of Firm, Partnership, or Corporation)on Project No. STP-8771-00(002),in Forrest County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on 2/23/17


Signature

(11/23/92F)

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: _____
County: _____

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: Traffic Control Products Co., Inc.
Contact Name/Title: Wendy GARNER
Firm Mailing Address: P.O. Box 820 Brandon, MS 39043
Phone Number: 800-844-2419
☒ DBE Firm ☐ Non-DBE Firm

Firm Name: ClearPoint Engineering P.A.
Contact Name/Title: _____
Firm Mailing Address: 6652 Hwy 98 Hattiesburg, MS 39402
Phone Number: 601-261-2609
☐ DBE Firm ☒ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
☐ DBE Firm ☐ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
☐ DBE Firm ☐ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
☐ DBE Firm ☐ Non-DBE Firm


SUBMITTED BY (Signature)
RJAA-McQueen Contracting Inc.
FIRM NAME

Submit this form to the LPA as a part of your bid package. If this form is not signed and included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.

Please make copies of this form when needed and also add those copies to the bid package.



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-320

MEETING DATE: 03/21/2017

MINUTE BOOK NUMBER:

Brief Title: Acknowledge receipt of bids opened on March 9, 201

Title: Acknowledge receipt of bids opened on March 9, 2017 for Uniforms and Sport Shirts for the Hattiesburg Police Department and Accepts the bid per recommendation in the attached memorandum.

Type: Action Item

Drafter: Cecilia Jones

In Control: City Council

Reference:

Attachments: Memo for Term Bids, Item 16-Midsouth Solutions, Item 16A-Galls, LLC, Item 16 -Galls, Item 16-Midsouth

File Created: 03/15/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File



THE CITY OF HATTIESBURG

One of America's Great Small Cities!

Anthony Parker, Chief of Police

TO: Mayor and Council

FROM: Anthony Parker, Chief of Police

DATE: March 15, 2017

SUBJECT: Term Bids

After review of the bids received from various vendors on March 10, 2017 for purchases of commodities required to operate the Hattiesburg Police Department. It is my recommendation that the following actions be taken in acceptance of bids for the following items.

Item#16-Uniforms for the Hattiesburg Police Department-Accept the bid of Mid South as the primary vendor and Midsouth Solutions as the alternate.

Item#16A-Sport Shirts for the Hattiesburg Police Department-Accept the bid of Galls, LLC as the lowest and best bid received.

Should you have any questions concerning this recommendation, please contact my office at 601.545.4903

alt
bids

ITEM #16 - UNIFORMS FOR THE HATTIESBURG POLICE DEPARTMENT

UNIFORM ITEMS	COST/EACH
JACKET - AS SPECIFIED Horace Small HS3350	
SMALL TO XLARGE	\$105.50
XXLARGE TO XXXXLARGE	\$105.50
SHIRTS (LONG SLEEVE) Horace Small HS1150	
SMALL TO XLARGE	\$38.50
XXLARGE TO XXXXLARGE	\$38.50
SHIRTS (SHORT SLEEVE) Horace Small HS1050	
SMALL TO XLARGE	\$36.50
XXLARGE TO XXXXLARGE	\$36.50
TROUSERS - AS SPECIFIED	\$79.50
BDU PANTS F5201 Propper	\$29.50
RAINCOAT-VENTED, YELLOW, URETHANE COATED NYLON Tact Squad 6011	\$50.00
TIES-FRENCH BLUE, TIE ON Sam Broome 90072	\$4.00
TIES-FRENCH BLUE, CLIP ON Sam Broome 90049	\$4.00
CAP (SUMMER) - MILITARY STYLE, NAVY BLUE Keystone 5 Star Cap	\$165.00
CAP COVER (SUMMER) - CLEAR, ROUND STYLE Premier P9008	\$6.50
CAP (DRESS) - MILITARY STYLE, NAVY BLUE Keystone 5 Star Cap	\$85.00
JACKET, POLAR FLEECE, BLACK San Mar F203	\$24.99
T-SHIRTS - BLACK Gildan 2000 Blank	
SMALL TO XLARGE	\$6.00
XXLARGE	\$8.00
XXXLARGE TO XXXXLARGE	\$9.00
T-SHIRTS - WHITE Gildan 2000 Blank	
SMALL TO XLARGE	\$6.00
XXLARGE	\$8.00
XXXLARGE TO XXXXLARGE	\$9.00
TURLENECK SHIRTS-BLACK LONG SLEEVE San Mar	\$18.00
MOTORCYCLE BREECHES Not Bid	N/A

Waty 2/12

ACCESSORY ITEMS	COST/EACH
BOOTS (MEN) HI-TECH MAGNUM STEALTH, MODEL 5220	\$81.50
BOOTS (MEN) HI-TECH MAGNUM MID CUT, MODEL 5248	\$120.00
BOOTS (LADIES) HI-TECH MAGNUM STEALTH, MODEL 5151	\$81.50
TOTAL BID PRICE	\$

Midsouth Solutions
NAME OF COMPANY

2209 Whitten Rd.
STREET/P.O. ADDRESS

Memphis, TN. 38133
CITY/STATE & ZIP CODE

901-373-8597 / 901-328-1478
PHONE NUMBER & FAX NUMBER

3/7/17
DATE OF BID

Brianon McManan / Operations Manager
OFFICIAL'S NAME & TITLE

Brianon McManan
OFFICIAL'S SIGNATURE

FILED

209 2017

BY Carol A. [Signature]
CITY CLERK
DEPUTY CLERK

SPORT SHIRTS FOR THE HATTIESBURG POLICE DEPARTMENT

SPORT SHIRTS (SHORT SLEEVE) PER SPECS - NO SUBSTITUTIONS	26.00
SPORT SHIRTS (LONG SLEEVE) PER SPECS - NO SUBSTITUTIONS	31.00
SMALL TO XLARGE	
XXLARGE	
XXXLARGE TO XXXXLARGE	

Galls, LLC

NAME OF COMPANY

1340 Russell Cave Rd,

STREET/P.O. ADDRESS

Lexington, KY 40505

CITY/STATE & ZIP CODE

PH: 800-876-4242 Fax: 877-914-2557

PHONE NUMBER & FAX NUMBER

3/7/17

DATE OF BID

Michael Wessner, CEO

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

FILED

MAR - 9 2017

BY *Carol A. Brown*
CITY CLERK
DEPUTY CLERK

Carol A. Brown

SPORT SHIRTS FOR THE HATTIESBURG POLICE DEPARTMENT

SPORT SHIRTS (SHORT SLEEVE) PER SPECS - NO SUBSTITUTIONS	CS410	\$32.00
SPORT SHIRTS (LONG SLEEVE) PER SPECS - NO SUBSTITUTIONS	CS410LS	\$35.00
SMALL TO XLARGE	Same price on all sizes.	
XXLARGE		
XXXLARGE TO XXXXLARGE		

Midsouth Solutions

NAME OF COMPANY

2809 Whitten Rd.

STREET/P.O. ADDRESS

Memphis, TN. 38133

CITY/STATE & ZIP CODE

901-373-8597 / 901-328-1478

PHONE NUMBER & FAX NUMBER

3/7/17

DATE OF BID

Rhiannon McManis / Operations Manager.

OFFICIAL'S NAME & TITLE

Rhiannon McManis

OFFICIAL'S SIGNATURE

FILED

MAR - 9 2017

CITY CLERK

BY

DEPUTY CLERK

ITEM #16 - UNIFORMS FOR THE HATTIESBURG POLICE DEPARTMENT

UNIFORM ITEMS	COST/EACH
JACKET - AS SPECIFIED	
SMALL TO XLARGE	117.50
XXLARGE TO XXXXLARGE	117.50
SHIRTS (LONG SLEEVE)	
SMALL TO XLARGE	No Bid
XXLARGE TO XXXXLARGE	No Bid
SHIRTS (SHORT SLEEVE)	
SMALL TO XLARGE	No Bid
XXLARGE TO XXXXLARGE	No Bid
TROUSERS - AS SPECIFIED	\$82.20- Size 28-48 \$90.40- Size 48-50 \$98.20- Size 52-64 \$108.00- Size 66
BDU PANTS	No Bid
RAINCOAT-VENTED, YELLOW, URETHANE COATED NYLON	No Bid
TIES-FRENCH BLUE, TIE ON	No Bid
TIES-FRENCH BLUE, CLIP ON	4.00
CAP (SUMMER) - MILITARY STYLE, NAVY BLUE	80.00
CAP COVER (SUMMER) - CLEAR, ROUND STYLE	5.20
CAP (DRESS) - MILITARY STYLE, NAVY BLUE	No Bid
JACKET, POLAR FLEECE, BLACK	No Bid
T-SHIRTS - BLACK	
SMALL TO XLARGE	6.50
XXLARGE	9.00
XXXLARGE TO XXXXLARGE	9.25
T-SHIRTS - WHITE	
SMALL TO XLARGE	6.50
XXLARGE	9.00
XXXLARGE TO XXXXLARGE	9.25
TURLENECK SHIRTS-BLACK LONG SLEEVE	No Bid
MOTORCYCLE BREECHES	No Bid

ACCESSORY ITEMS	COST/EACH
BOOTS (MEN) HI-TECH MAGNUM STEALTH, MODEL 5220	93.00
BOOTS (MEN) HI-TECH MAGNUM MID CUT, MODEL 5248	85.20
BOOTS (LADIES) HI-TECH MAGNUM STEALTH, MODEL 5151	82.50
TOTAL BID PRICE	1069.90

Galls, LLC

NAME OF COMPANY

1340 Russell Cave Rd.

STREET/P.O. ADDRESS

Lexington, KY 40505

CITY/STATE & ZIP CODE

Ph: 800-876-4242 Fax: 877-914-2557

PHONE NUMBER & FAX NUMBER

3/7/17

DATE OF BID

Michael Wessner, CEO

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

FILED

BY

CITY CLERK

DEPUTY CLERK

ITEM #16 - UNIFORMS FOR THE HATTIESBURG POLICE DEPARTMENT

UNIFORM ITEMS	COST/EACH
JACKET - AS SPECIFIED	
SMALL TO XLARGE	\$97.90
XXLARGE TO XXXXLARGE	\$97.90
SHIRTS (LONG SLEEVE)	
SMALL TO XLARGE	\$32.75
XXLARGE TO XXXXLARGE	\$32.75
SHIRTS (SHORT SLEEVE)	
SMALL TO XLARGE	\$30.75
XXLARGE TO XXXXLARGE	\$30.75
TROUSERS - AS SPECIFIED	\$85.70
BDU PANTS	\$28.75
RAINCOAT-VENTED, YELLOW, URETHANE COATED NYLON	\$59.90
TIES-FRENCH BLUE, TIE ON	\$4.05
TIES-FRENCH BLUE, CLIP ON	\$4.05
CAP (SUMMER) - MILITARY STYLE, NAVY BLUE	\$48.00
CAP COVER (SUMMER) - CLEAR, ROUND STYLE	\$4.50
CAP (DRESS) - MILITARY STYLE, NAVY BLUE	\$92.00
JACKET, POLAR FLEECE, BLACK	N/B
T-SHIRTS - BLACK	
SMALL TO XLARGE	\$4.78
XXLARGE	\$4.78
XXXLARGE TO XXXXLARGE	\$5.15
T-SHIRTS - WHITE	
SMALL TO XLARGE	\$4.78
XXLARGE	\$4.78
XXXLARGE TO XXXXLARGE	\$5.15
TURTLENECK SHIRTS-BLACK LONG SLEEVE	N/B
MOTORCYCLE BREECHES	N/B

WMC

[Signature]

ACCESSORY ITEMS	COST/EACH
BOOTS (MEN) HI-TECH MAGNUM STEALTH, MODEL 5220	\$96.42
BOOTS (MEN) HI-TECH MAGNUM MID CUT, MODEL 5248 Model 5473	\$89.28 **
BOOTS (LADIES) HI-TECH MAGNUM STEALTH, MODEL 5151	\$96.42
TOTAL BID PRICE	

Wmc

** Model 5248 boot is being discontinued,
being replaced with # 5473.

Mid South Uniform & Supply, Inc

NAME OF COMPANY

1825 University Blvd

STREET/P.O. ADDRESS

Jackson, MS 39204

CITY/STATE & ZIP CODE

800-325-3958

601-373-3616

PHONE NUMBER & FAX NUMBER

March 9, 2017

DATE OF BID

W Mark Clay

President

OFFICIAL'S NAME & TITLE

W Mark Clay
OFFICIAL'S SIGNATURE

W Mark Clay

FILED

MAR 09 2017

CITY CLERK

BY

DEPUTY CLERK



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-306

MEETING DATE: 03/21/2017

MINUTE BOOK NUMBER:

Brief Title: Approve plans and specifications for COMSWIP-Water Phase II Project

Title: Approve plans and specifications for the Comprehensive Water Improvements Phase II-
Palmers Crossing and Irene Chapel project; Authorize advertisements for bids for same.

Type: Action Item

Drafter: Marie Harris

In Control: City Council

Reference: Lamar Rutland

Attachments: Plans, Specifications,
Bid Advertisement

File Created: 03/13/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information: Hattiesburg American & Clarion
Ledger
2 Consecutive Weeks

History of Legislative File

PUBLIC UTILITIES

CABLE
COMCAST
2100 LINCOLN ROAD
HATTIESBURG, MS 39402
(601) 264-1188

POWER
MISSISSIPPI POWER, CO.
6356 U.S. HIGHWAY 49
HATTIESBURG, MS 39401
(601) 544-6511

TELEPHONE
AT&T
P.O. BOX 1191
HATTIESBURG, MS 39401
(601) 545-6424

TRAFFIC
MISSISSIPPI DEPARTMENT
OF TRANSPORTATION
6356 U.S. HIGHWAY 49
HATTIESBURG, MS 39401
(601) 544-6511

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

GAS
WILMUT GAS
P.O. BOX 1649
HATTIESBURG, MS 39403
(601) 544-6001

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

CITY OF HATTIESBURG
TRAFFIC DEPT.
125 WALNUT STREET
HATTIESBURG, MS 39401
(601) 545-4626

CONSTRUCTION PLANS

FOR

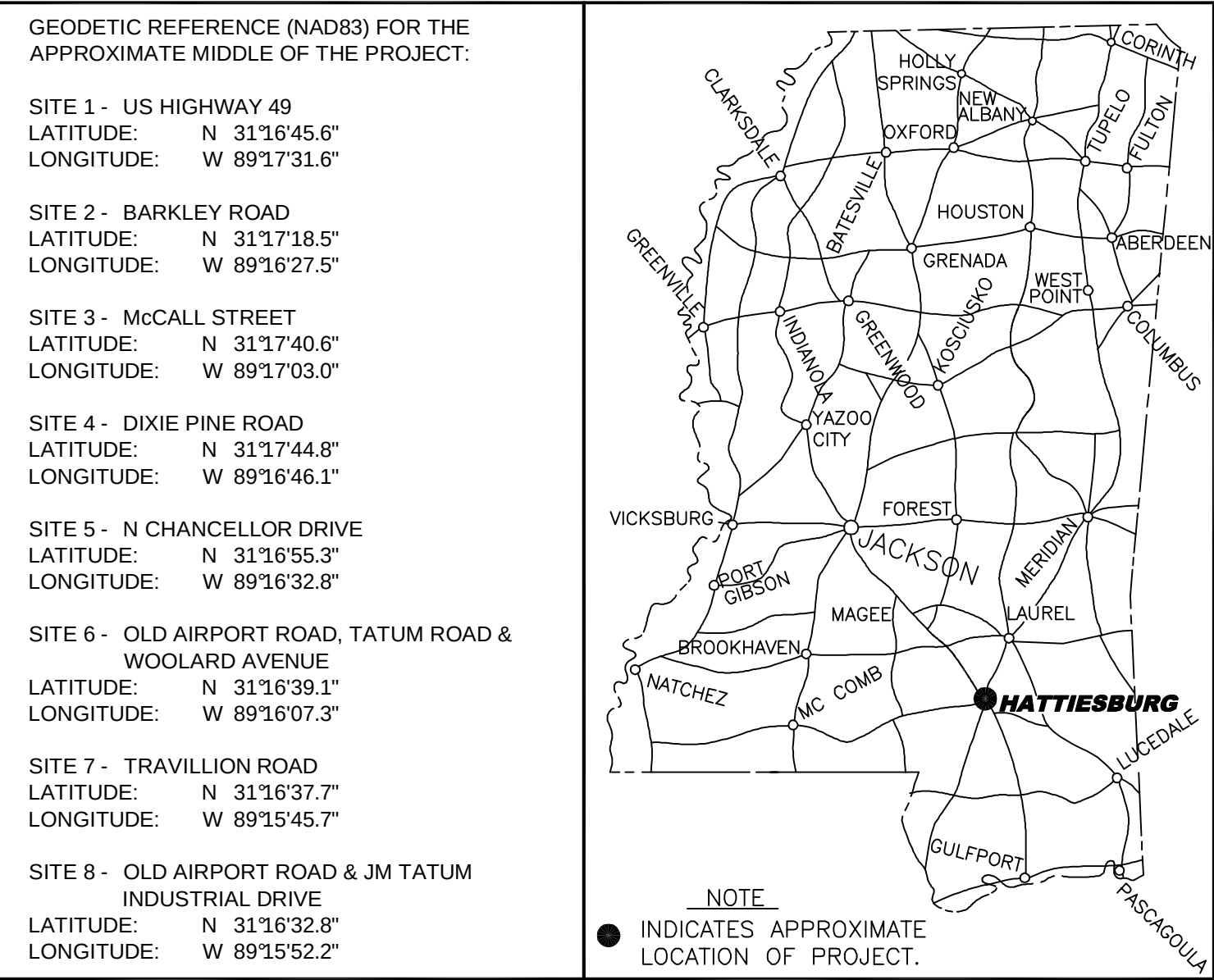
COMPREHENSIVE WATER
IMPROVEMENTS - PHASE II

PALMERS CROSSING AND
IRENE CHAPEL AREAS

FOR THE

CITY OF HATTIESBURG

FORREST COUNTY
MISSISSIPPI



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6250	TRAFFIC CONTROL PLAN WITH FLAGGER
6300	PIPE CULVERT INSTALLATION
6301	CONCRETE PIPE COLLAR

MAYOR

Johnny DuPree, Ph. D.



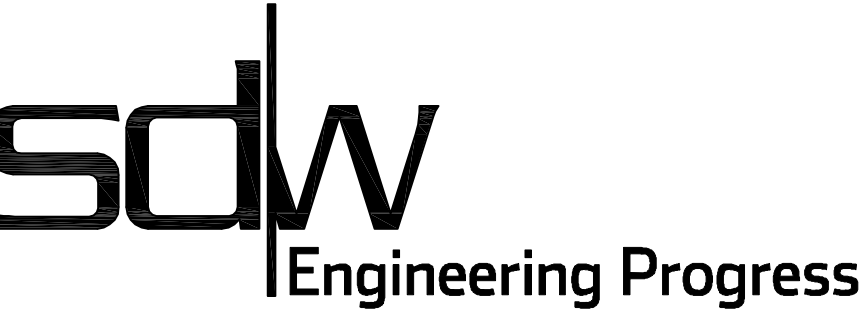
COUNCIL PERSONS

Carter Carroll, President
Mary Dryden, Vice President
Kim Bradley
Deborah Denard Delgado
Henry E. Naylor

DIRECTOR OF ENGINEERING

Lamar Rutland, PE

PREPARED BY:



Sheet No. 1
Drawing No.: 1273-W007

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Know what's below.
Call before you dig.

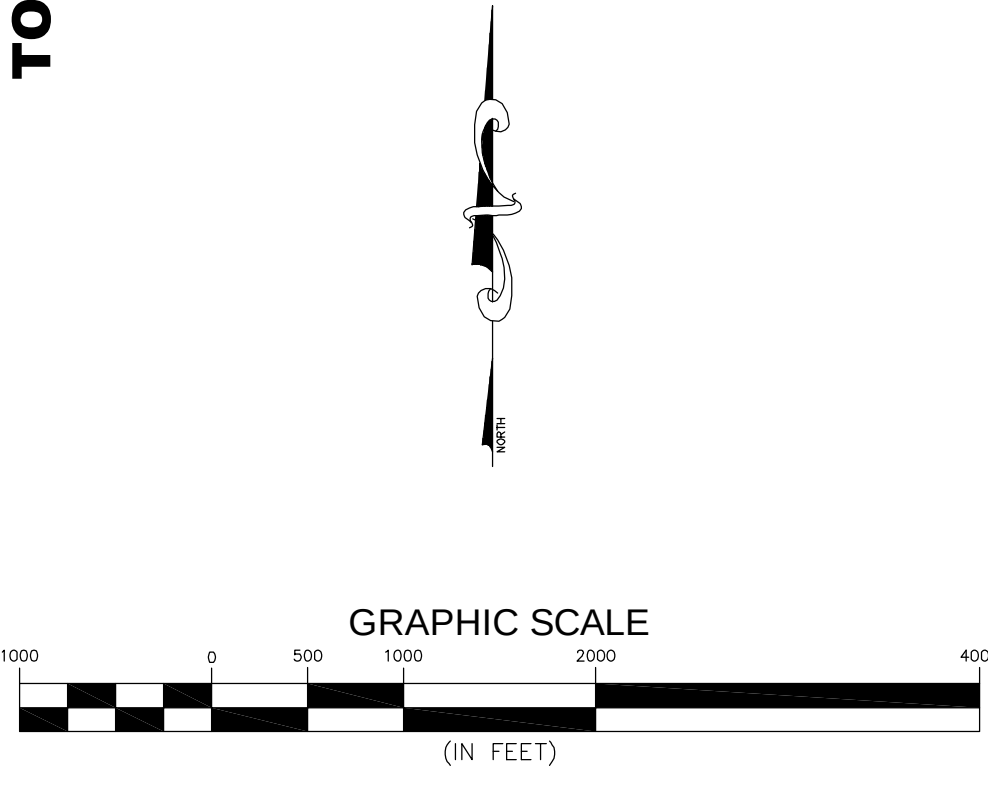
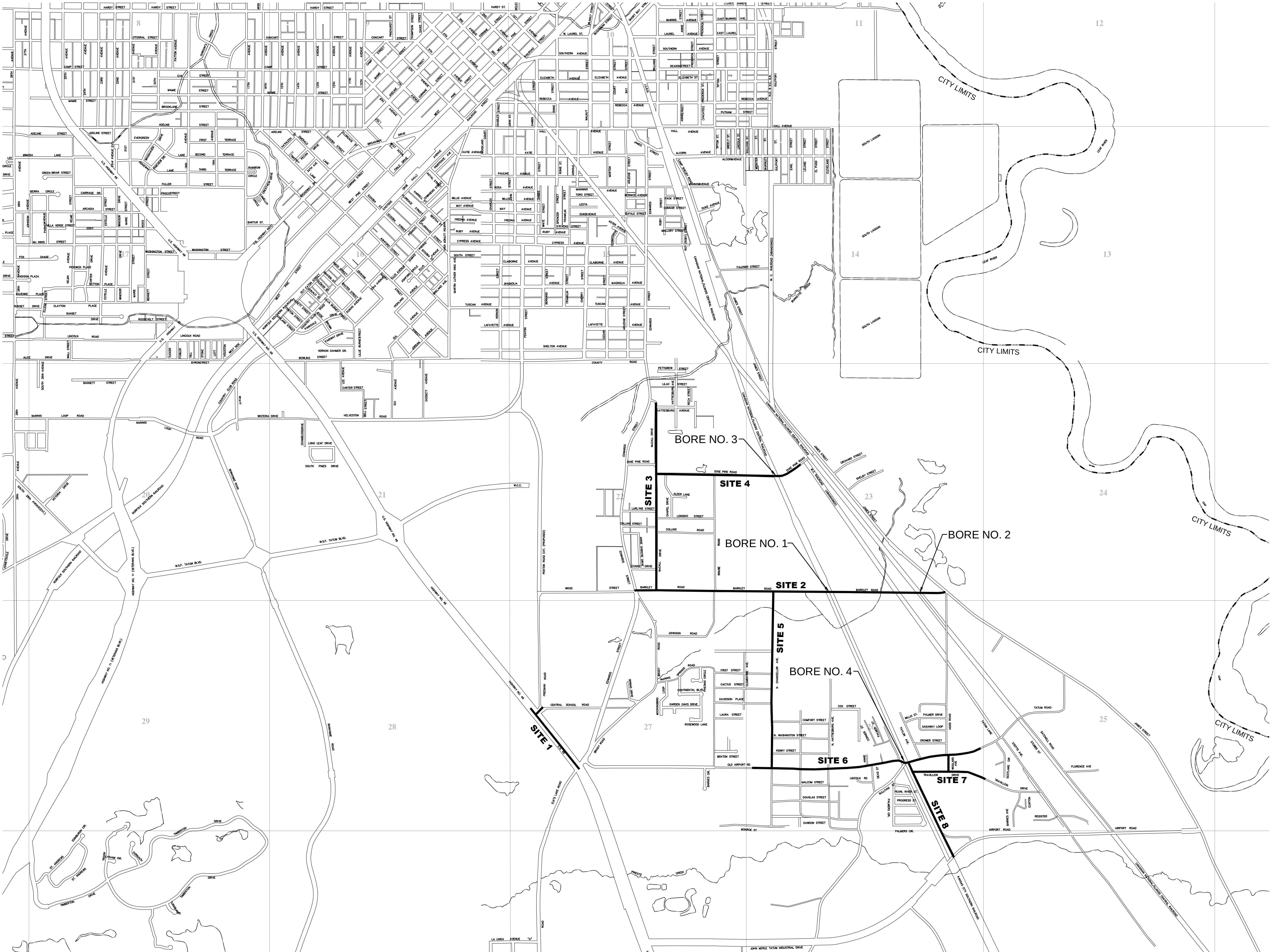
SPECIAL UTILITY NOTES:

- UTILITY LOCATION REQUESTS WERE SUBMITTED TO MISSISSIPPI 811 (FORMERLY MISSISSIPPI ONE CALL) DURING THE FIELD DATA COLLECTION PHASE FOR THE DESIGN OF THIS PROJECT. ALL UTILITIES THAT LOCATED DURING THE FIELD DATA COLLECTION ARE SHOWN ON THESE PLANS. ALL CONFLICTS WITH EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY OWNER, THE ENGINEER AND THE PROJECT OWNER PRIOR TO INSTALLATION OF THE PROPOSED WATER SYSTEM. (NO SEPARATE PAY FOR COORDINATION)
- THE CONTRACTOR SHALL DOCUMENT THE EXISTENCE OF ANY MISSING AND/OR OVERLAPPING UNDERGROUND UTILITIES AND STORM DRAINAGE NOT SHOWN ON THESE CONSTRUCTION DRAWINGS.

MISSISSIPPI 811 TICKETS	
TICKET No.	DESCRIPTION
14060615531116	OLD AIRPORT ROAD (TATUM ROAD TO J M TATUM INDUSTRIAL DRIVE)
14050815460972	DIXIE PINE ROAD
14051615170937	BARKLEY ROAD (EDWARDS STREET TO N CHANCELLOR ROAD)
14051615180939	BARKLEY RD (N CHANCELLOR ROAD TO JAMES STREET)
14051615200941	N CHANCELLOR ROAD
14060615431092	WOOLARD AVENUE
14061609150264	HIGHWAY 49 (CENTRAL SCHOOL ROAD TO EDWARDS STREET)
14061609190270	HIGHWAY 49 (CENTRAL SCHOOL ROAD TO P D FREEMAN ROAD)
14052216211210	OLD AIRPORT ROAD (N CHANCELLOR ROAD TO SULLIVAN DRIVE)
14052216241217	TATUM ROAD
14060615511113	TRAVILLION ROAD
14070115410966	HIGHWAY 49 (ELKS LAKE ROAD TO CENTRAL SCHOOL ROAD)
14070115460970	CENTRAL SCHOOL ROAD
14050815440968	McCALL STREET

RANGE 13 WEST

TOWNSHIP 4 NORTH



NO.	DATE	DESCRIPTION	BY
VICINITY MAP			
COMPREHENSIVE WATER IMPROVEMENTS – PHASE II			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
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Date: 12/16/2014		Scale: AS NOTED	
Drawing No.: 1273-W007		Sheet No. 2	

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ABBREVIATION LEGEND:

APPURT	- APPURTENANCES
ASPLT	- ASPHALT
BLDG	- BUILDING
CONC	- CONCRETE
CMP	- CORRUGATED METAL PIPE
CPP	- CORRUGATED PLASTIC PIPE
DIA	- DIAMETER
DRV	- DRIVE
DI	- DUCTILE IRON PIPE
EXIST	- EXISTING
FL	- FLOW LINE
GRVL	- GRAVEL
PVC	- POLYVINYL CHLORIDE PIPE
P	- PROPERTY LINE
RCAP	- REINFORCED CONCRETE ARCHED PIPE
RCP	- REINFORCED CONCRETE PIPE
REQ'D	- REQUIRED
ROW	- RIGHT OF WAY
SAN	- SANITARY
SWR	- SEWER
TYP	- TYPICAL
W/	- WITH

SYMBOL LEGEND:

	- CENTER LINE
	- FENCE
	- FIBER OPTIC PEDESTAL
	- FIBER OPTIC INDICATOR POST
	- FIBER OPTIC PULL BOX
	- FIRE HYDRANT
	- GAS INDICATOR POST
	- GAS LINE
	- GAS METER
	- GAS VALVE
	- GATE POST
	- GUARD POST
	- LIGHT ON POLE
	- OVERHEAD UTILITY LINES
	- POLE GUY WIRE
	- PROPERTY LINE
	- SAN SWR CLEAN-OUT
	- SAN SWR FORCE MAIN
	- SAN SWR LINE
	- SAN SWR MANHOLE
	- SAN SWR PUMP STATION
	- SATELLITE DISH
	- SIGN
	- SIGNAL
	- TANK
	- STORM DRAIN MANHOLE
	- TELEPHONE PEDESTAL
	- TREE LINE
	- UNDERGROUND FIBER OPTIC LINE
	- UNDERGROUND POWER LINE
	- UNDERGROUND TELEPHONE LINE
	- UTILITY POLE
	- WATER LINE
	- WATER METER
	- WATER VALVE

NOTE

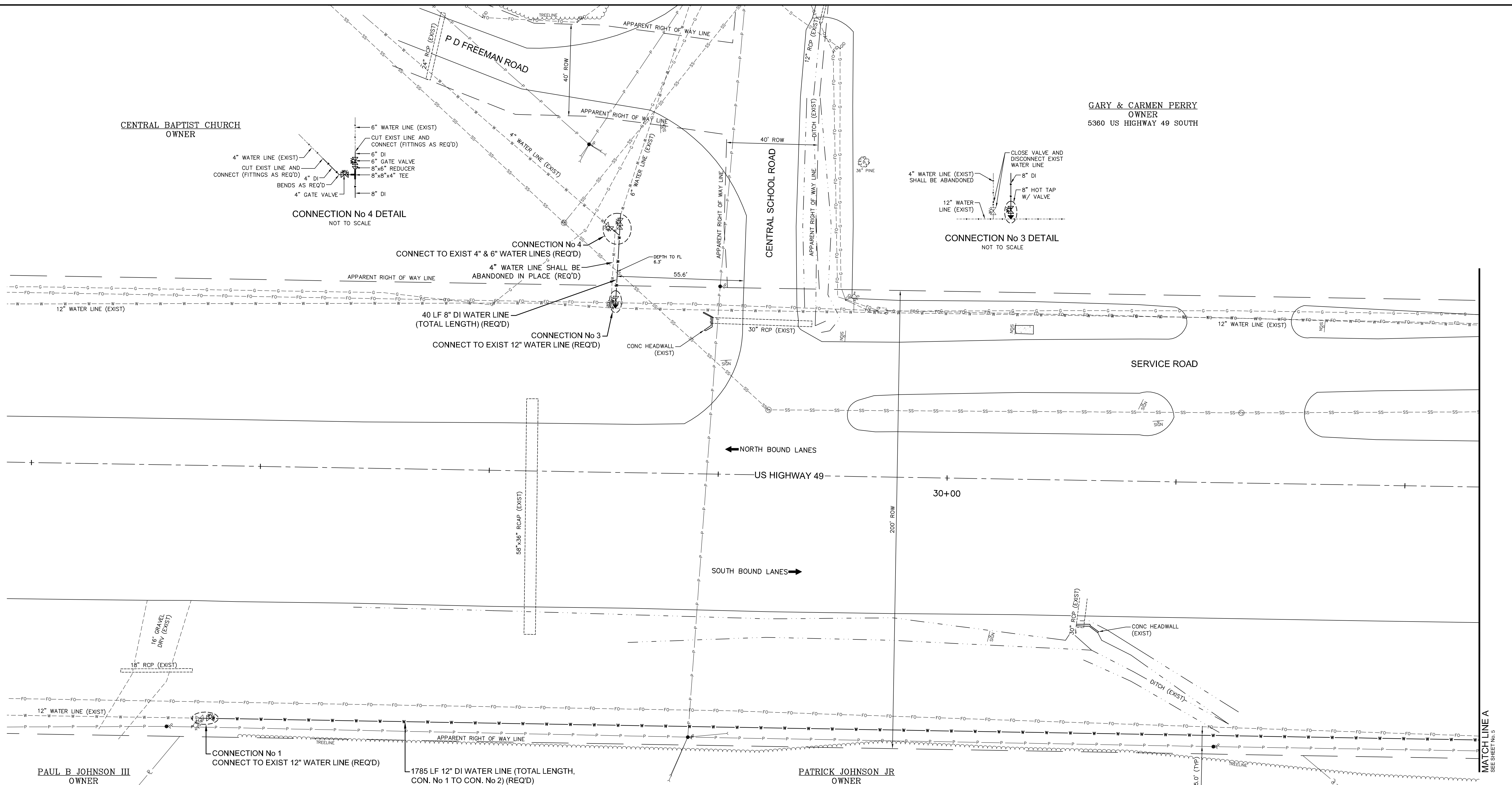
ALL ITEMS SHOWN HERE ARE EXISTING ON THE GROUND OR UNDERGROUND.

GENERAL NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
- THE CONTRACTOR SHALL KEEP A SET OF BLUE LINE PRINTS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWINGS DAILY.
- THE APPROVED MDOT AND RAILROAD PERMITS SHALL BE CONSIDERED A PART OF THESE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING AND EXECUTING ALL BONDS AS REQUIRED BY MDOT - DISTRICT VI FOR WORK PERFORMED ON MDOT RIGHT OF WAY. ONCE THE BONDS ARE APPROVED, THE FINAL MDOT RIGHT OF WAY PERMIT CAN BE ISSUED. ALL COSTS ASSOCIATED WITH THE RAILROAD PERMIT INCLUDING, BUT NOT LIMITED TO, FLAG MAN, INSURANCE, BONDS, ETC, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO EXTRA COST TO THE PROJECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE ENTIRE PROJECT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CITY OF HATTIESBURG AND/OR FORREST COUNTY FEES AND PERMITS ASSOCIATED WITH CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
- ALL UNDERGROUND UTILITIES, FOR THE ENTIRE PROJECT, SHALL BE LOCATED BY THE CONTRACTOR AND UTILITY OWNERS PRIOR TO THE CONSTRUCTION OF THE PROJECT. ANY CONFLICTS SHALL BE COORDINATED BETWEEN CONTRACTOR, UTILITY OWNER AND ENGINEER.
- ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED. NO SEPARATE PAY ITEM WILL BE ESTABLISHED FOR REMOVAL AND REPLACEMENT, IF REQUIRED.
- PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
- MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
- THE CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGGERS TO MAINTAIN ONE LANE TRAFFIC DURING CONSTRUCTION, WHERE LANE CLOSURES ARE NEEDED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. SEE SHEET No. 250 FOR TYPICAL LANE CLOSURE DETAILS. ANY ROAD CLOSURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO IMPLEMENTATION.
- ALL WORK ITEMS FOR WHICH NO PAY ITEMS ARE ESTABLISHED SHALL BE ABSORBED IN THE COST OF THE PIPE LAYING OPERATION.
- ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED ACCORDING TO THE VEGETATION SCHEDULE IN THESE PLANS, UNLESS OTHERWISE NOTED.
- ALL EXISTING MAILBOXES, STREET SIGNS, FENCES, AND OTHER STRUCTURES LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY)
- NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER.
- WHERE THE WATER MAIN IS WITHIN 10 FEET OF A SEWER MAIN HORIZONTALLY, THE BOTTOM OF THE WATER MAIN SHALL BE AT LEAST 18" FROM THE TOP OF THE SEWER MAIN, UNLESS OTHERWISE NOTED.
- THE COST OF CLEARING AND GRUBBING/REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING MATERIAL SHALL TO BE INCLUDED IN THE PRICE OF THE PIPE LAYING OPERATION. OFFSITE DISPOSAL AREAS ARE TO BE FURNISHED BY THE CONTRACTOR.
- PAVED ROADS SHALL BE BORED WITH CASING WHERE NOTED ON THE PLANS. OTHERWISE PAVED ROADS SHALL BE OPEN CUT AND REPAIRED AS DETAILED.
- ALL GRAVEL ROADS AND GRAVEL DRIVEWAYS SHALL BE OPEN CUT WITHOUT CASING, UNLESS OTHERWISE NOTED, AND REPLACED IN KIND.
- ALL PAVED DRIVEWAYS SHALL BE OPEN CUT AND REPAIRED IN KIND, UNLESS OTHERWISE NOTED.
- ALL PAVED SURFACES IMPACTED BY THE OPEN TRENCHING FOR THE PROPOSED WATER LINES SHALL BE SAW CUT FULL DEPTH PRIOR TO REMOVAL. PRIOR TO REPLACEMENT OF PAVED SURFACES, ALL BROKEN PAVEMENT IN THE WORK AREA SHALL BE REMOVED AND DISPOSED OF AT A SITE SUITABLE TO RECEIVE SUCH DEBRIS, AND ALL BROKEN EDGES SHALL BE SAW CUT TO CREATE A SMOOTH AND CLEAN EDGE TO TIE TO. (NO SEPARATE PAY FOR SAW CUTTING, DEBRIS REMOVAL, PAVEMENT REMOVAL AND DISPOSAL)
- ALL STEEL CASINGS SHALL BE 0.250" WALL THICKNESS, EXCEPT AS NOTED, AND OF THE SIZE AS NOTED ON THESE PLANS.
- ALL ROAD BORES SHALL BE IN ACCORDANCE TO THE DETAILS.
- ALL WATER PIPE SHALL BE DUCTILE IRON, CLASS 350, AND/OR HDPE DR9, 200 PSI, AS NOTED ON PLANS.
- ALL FITTINGS AND VALVES SHALL BE DUCTILE IRON WITH CONCRETE THRUST BLOCK AT ALL BENDS AND RODDED TOGETHER WITH ALL THREAD ROD. ALL TEES AND VALVES SHALL BE RODDED TOGETHER AS ONE UNIT. VALVES AND FIRE HYDRANTS SHALL BE RODDED TOGETHER BUT SEPARATE FROM THE TEE AND OTHER VALVES. ALL FITTINGS, EXCEPT VALVES SHALL BE ABSORBED ITEMS.
- ALL BENDS SHOWN IN THE PROPOSED WATERLINE SHALL BE ACCOMPLISHED THROUGH THE USE OF THE REQUIRED FITTINGS (22.5°, 30°, 45°...). SINGLE 90° BEND FITTINGS SHALL NOT BE PERMITTED UNLESS SPECIFICALLY NOTED ON THE PLANS AND/OR APPROVED BY THE ENGINEER. 90° BENDS SHALL BE ACCOMPLISHED BY USING MULTIPLE SMALLER BEND FITTINGS. BENDS SHOWN ON THE PLAN SHEETS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO BIDDING AND CONSTRUCTION. ONLY MAJOR BENDS ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FITTINGS NECESSARY TO INSTALL THE PROPOSED WATER LINE. (NO SEPARATE PAY) TEES AND CROSSES SHALL BE PAID FOR UNDER THE CONNECTION ITEM.
- ALL FIRE HYDRANTS SHOWN FOR INSTALLATION ON THE PLANS SHEETS SHALL BE 3-WAY HYDRANTS AS DETAILED. ALL FIRE HYDRANTS SHALL BE INSTALLED WITH A 2" DIAMETER BRASS TAG (SEE DETAIL) ENGRAVED WITH "CITY OF HATTIESBURG" AND "FH #xxx" (WHERE "xxx" WILL BE A NUMBER WHICH SHALL BE ASSIGNED TO EACH FIRE HYDRANT BY THE OWNER). (NO SEPARATE PAY). ACCEPTABLE FIRE HYDRANTS SHALL BE M & H, MUELLER AND AMERICAN DARLING. ALL FIRE HYDRANTS INSTALL ON MDOT RIGHT OF WAY SHALL BE INSTALLED WITH 7FT TALL FIBERGLASS, REFLECTIVE, MULTI COLORED (RED & WHITE) VERTICAL MARKING POLE MOUNTED ON A SPRING BASE.
- FULL LENGTH PIPE SECTIONS ARE REQUIRED BEFORE AND AFTER ALL FITTINGS.
- ALL VALVES NOTED ON THESE PLANS SHALL BE GATE VALVES.
- ALL MATERIALS FOR THE PROJECT SHALL BE A PRODUCT OF THE U.S.A.
- ALL EXISTING WATER LINES NOTED FOR ABANDONMENT ON THIS PROJECT SHALL BE COMPLETELY DISCONNECTED FROM THE EXISTING SYSTEM AND CAPPED.
- PRESSURE TESTS WILL BE REQUIRED ON ALL WATER MAIN INSTALLED.
- PRIOR TO THE BEGINNING OF ANY EXCAVATION, ALL EXISTING PAVEMENT SHALL BE SCORED OR SAW CUT TO A DEPTH SUCH THAT A STRAIGHT AND UNIFORM VERTICAL EDGE IS ESTABLISHED PRIOR TO REMOVAL OF SAID PAVEMENT FROM THE PROJECT.
- WORK FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING WHAT BRACING, SHORING OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
- THE EROSION CONTROL DEVICES SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DURING CONSTRUCTION.
- ALL NEW CONSTRUCTION TO BE FLUSHED WITH CLOSE SUPERVISION OF THE SYSTEM OPERATOR.
- ALL BACTI-SAMPLES SHALL BE TAKEN BY THE SYSTEM OPERATOR OR HIS REPRESENTATIVES. ANY AND ALL SAMPLING FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL ITEMS NOTED FOR REMOVAL IN THESE PLANS, SHALL BE SALVAGED FOR THE OWNER. ALL FIRE HYDRANTS AND VALVES REMOVED FROM THE PROJECT SHALL BE CLEANED BY POWER WASHING. SAID ITEMS SHALL BE STACKED AND SECURED ON PALLETS. SAID ITEMS SHALL BECOME THE PROPERTY OF THE OWNER AND DELIVERED TO A SITE DETERMINED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY OF SAID ITEMS PRIOR TO DELIVERY TO THE OWNER AND FOR REPLACEMENT IN KIND FOR ANY MISSING ITEMS. (NO SEPARATE PAY)
- THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.
- UNLESS OTHER WISE NOTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTING ANY SERVICE, WHICH IS PRESENTLY CONNECTED TO AN EXISTING WATER MAIN THAT IS NOTED FOR ABANDONMENT ON THIS PROJECT, TO A PROPOSED ADJACENT WATER LINE. SERVICE SHALL INCLUDE (BUT MAY NOT BE LIMITED TO) SADDLE, CORPORATION STOP, SERVICE LINE OF MATCHING SIZE AND/OR ALL NECESSARY FITTINGS. SERVICE RECONNECTIONS SHALL BE PAID PER EACH AS OUTLINED IN THE BID DOCUMENTS. NEW SERVICE CONNECTIONS SHALL BE INSTALLED AS ONE CONTINUOUS PIPE FROM THE WATER MAIN TO THE METER. SPLICES SHALL NOT BE ALLOWED. SERVICE LINE BORES SHALL BE PAID SEPARATELY. METERS SHALL ONLY BE INSTALLED WHERE NOTED ON THE PLANS AND SHALL BE PAID SEPARATELY. METERS SHALL MATCH SERVICE LINE SIZE AND BE OF BRAND/TYPE SPECIFIED BY THE OWNER,

NO.	DATE	DESCRIPTION	BY
GENERAL NOTES & SYMBOL LEGENDS			
COMPREHENSIVE WATER IMPROVEMENTS – PHASE II			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave, Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
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Date: 12/16/2014		Scale: AS NOTED	
Drawing No.: 1273-W007		Sheet No. 3	

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CENTRAL BAPTIST CHURCH
OWNER

GARY & CARMEN PERRY
OWNER
5360 US HIGHWAY 49 SOUTH

6" WATER LINE (EXIST)
CUT EXIST LINE AND
CONNECT (FITTINGS AS REQ'D)
6" DI
8"x6" REDUCER
8"x8"x4" TEE
4" DI
BENDS AS REQ'D
4" GATE VALVE
8" DI

CONNECTION No 4 DETAIL
NOT TO SCALE

CONNECTION No 4
CONNECT TO EXIST 4" & 6" WATER LINES (REQ'D)
4" WATER LINE SHALL BE
ABANDONED IN PLACE (REQ'D)

40 LF 8" DI WATER LINE
(TOTAL LENGTH) (REQ'D)

CONNECTION No 3
CONNECT TO EXIST 12" WATER LINE (REQ'D)

CONC HEADWALL
(EXIST)

4" WATER LINE (EXIST)
SHALL BE ABANDONED
8" DI
8" HOT TAP
W/ VALVE
12" WATER
LINE (EXIST)

CONNECTION No 3 DETAIL
NOT TO SCALE

SERVICE ROAD

NORTH BOUND LANES

US HIGHWAY 49

30+00

SOUTH BOUND LANES

PAUL B JOHNSON III
OWNER

CONNECTION No 1
CONNECT TO EXIST 12" WATER LINE (REQ'D)

1785 LF 12" DI WATER LINE (TOTAL LENGTH,
CON. No 1 TO CON. No 2) (REQ'D)

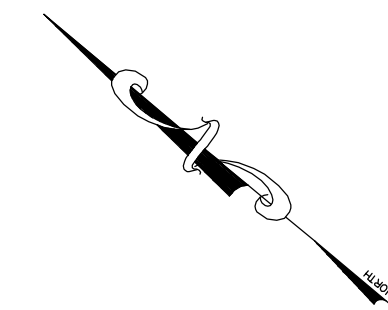
PATRICK JOHNSON JR
OWNER

12" WATER
LINE (EXIST)
FIRE HYD. W/
APPURT. (EXIST)
CONNECT TO END OF EXIST
LINE (FITTINGS AS REQ'D)
12" GATE VALVE
12" DI

CONNECTION No 1 DETAIL
NOT TO SCALE

NOTES:

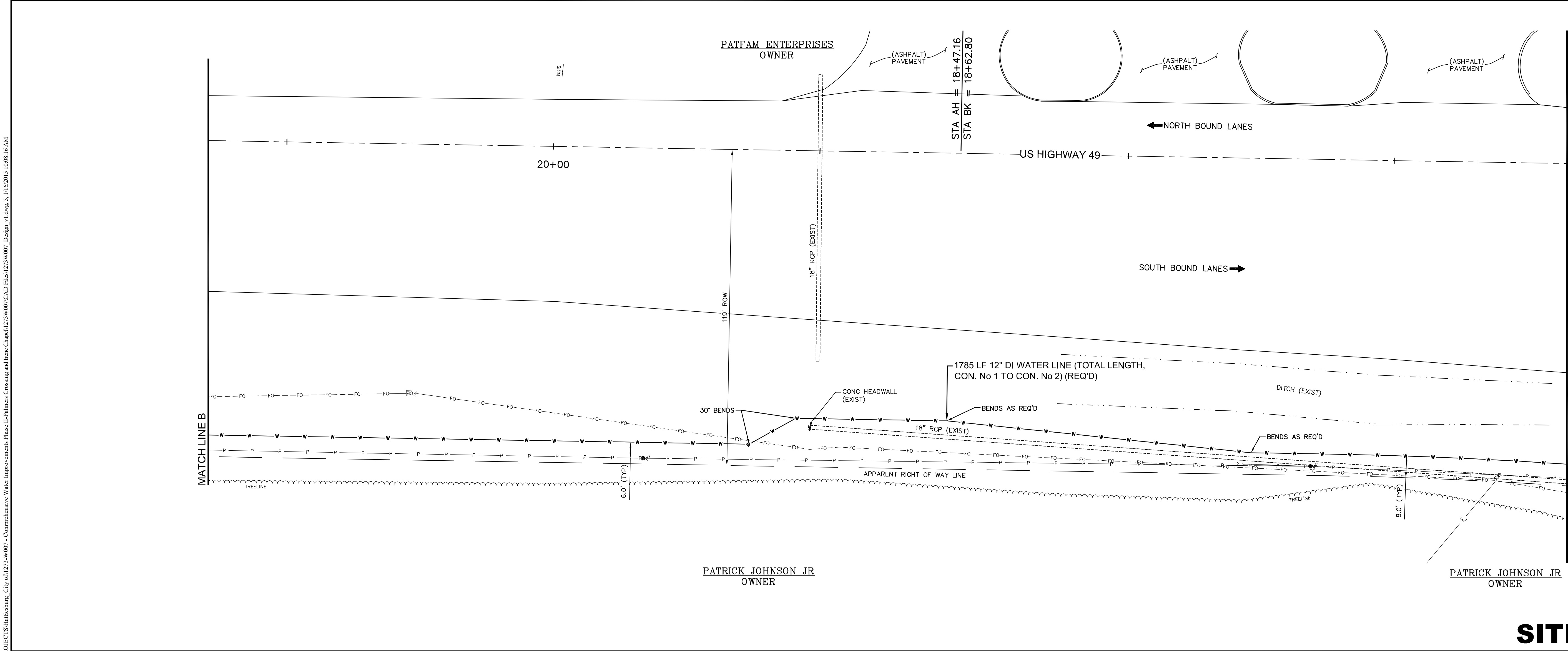
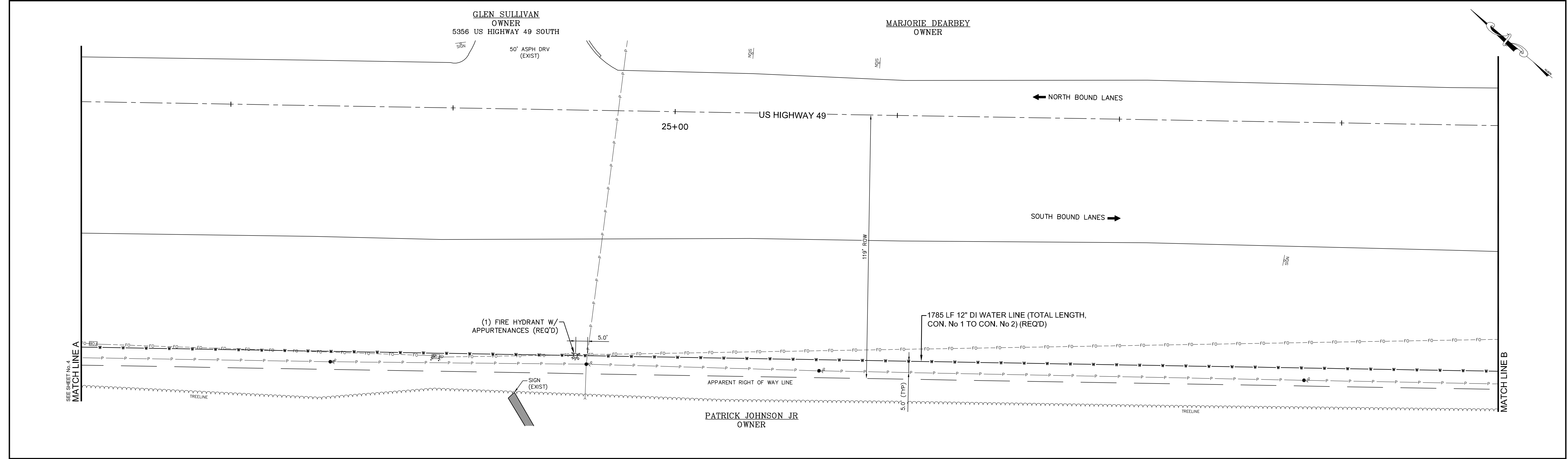
- US HIGHWAY 49 CENTERLINE STATIONS ARE BASED ON FEDERAL AID PROJECT No. TQF-080-1(12) & HHS-080-1(13).
- THE APPROVED MDOT PERMIT SHALL BE REQUIRED FOR ALL WORK PERFORMED ON MDOT RIGHT OF WAY. THE APPROVED MDOT PERMIT SHALL BE CONSIDERED A PART OF THESE PLANS. ALL COSTS ASSOCIATED WITH THE MDOT PERMIT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND AT NO ADDITIONAL COST TO THE PROJECT.



SITE 1

NO.	DATE	DESCRIPTION	BY
US HIGHWAY 49 - PLAN			
COMPREHENSIVE WATER IMPROVEMENTS - PHASE II			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
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Date: 01-16-2015		Scale: 1" = 20'	
Drawing No.: 1273-W007		Sheet No. 4	

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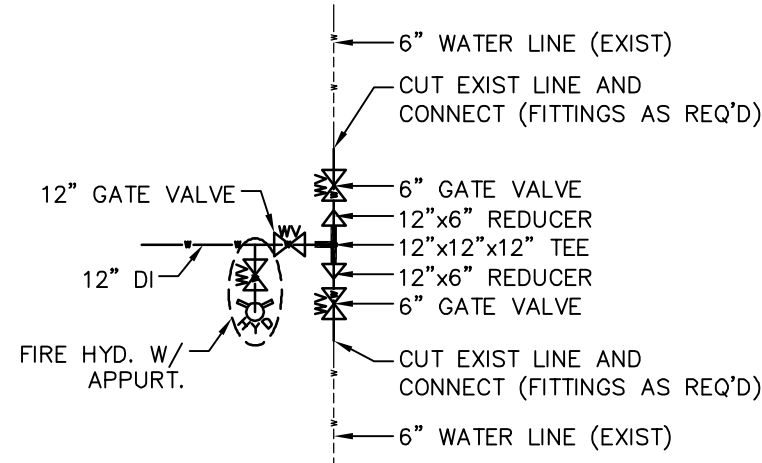
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Date: 01-16-2015		Scale: 1" = 20'	
Drawing No.: 1273-W007		Sheet No. 5	

SITE 1

PATFAM ENTERPRISES
OWNER

YOUNG JANE SEGREST POWERS & ANN SEG
OWNER



CONNECTION No 2 DETAIL
NOT TO SCALE

CONNECTION No 2
CONNECT TO EXIST 6" WATER LINE (REQ'D)
REMOVED AND REPLACE CURB AS NECESSARY (IN KIND)

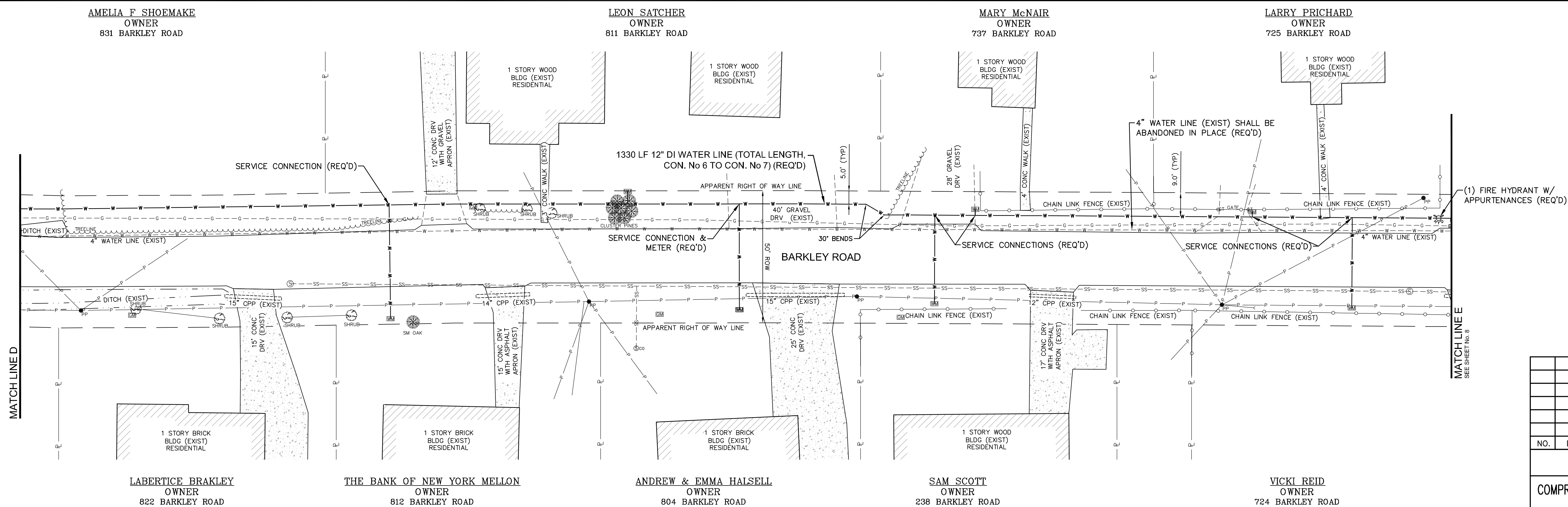
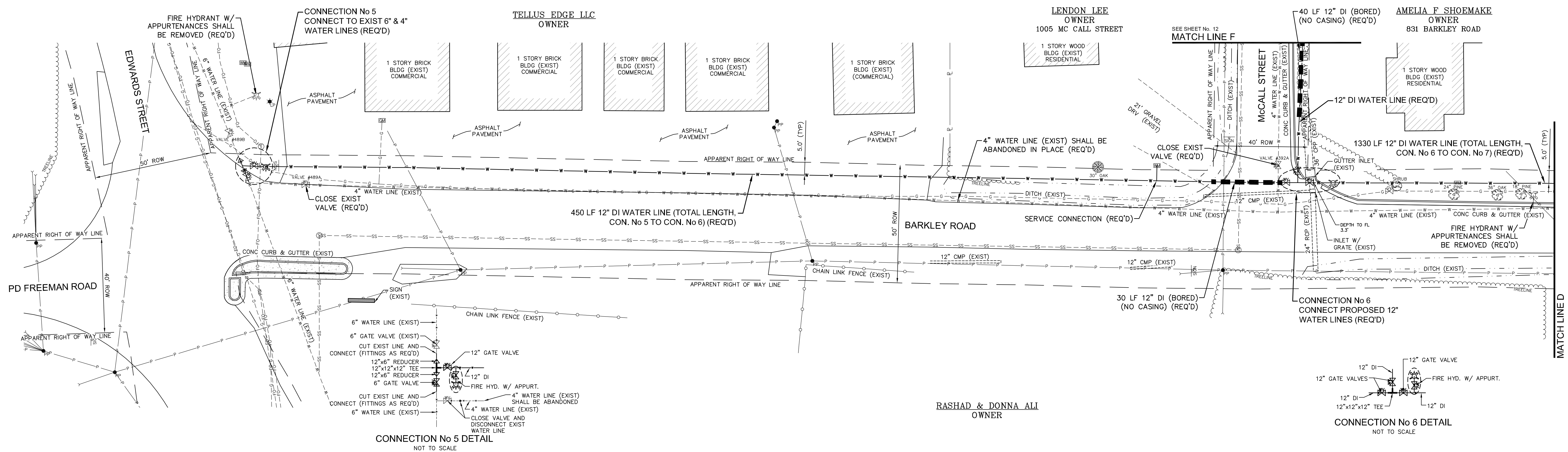
PATRICK JOHNSON JR
OWNER

PINE BELT OIL CO. INC.
OWNER

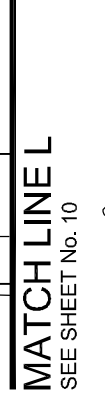
- NOTES:**
1. US HIGHWAY 49 CENTERLINE STATIONS ARE BASED ON FEDERAL AID PROJECT No. TQF-080-1(12) & HHS-080-1(13).
 2. THE APPROVED MDOT PERMIT SHALL BE REQUIRED FOR ALL WORK PERFORMED ON MDOT RIGHT OF WAY. THE APPROVED MDOT PERMIT SHALL BE CONSIDERED A PART OF THESE PLANS. ALL COSTS ASSOCIATED WITH THE MDOT PERMIT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND AT NO ADDITIONAL COST TO THE PROJECT.

NO.	DATE	DESCRIPTION	BY
US HIGHWAY 49 – PLAN			
COMPREHENSIVE WATER IMPROVEMENTS – PHASE II			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
Drawn by: RES		Checked by: KDW	
Date: 01-16-2015		Scale: 1" = 20'	
Drawing No.: 1273-W007		Sheet No. 6	

SITE 1

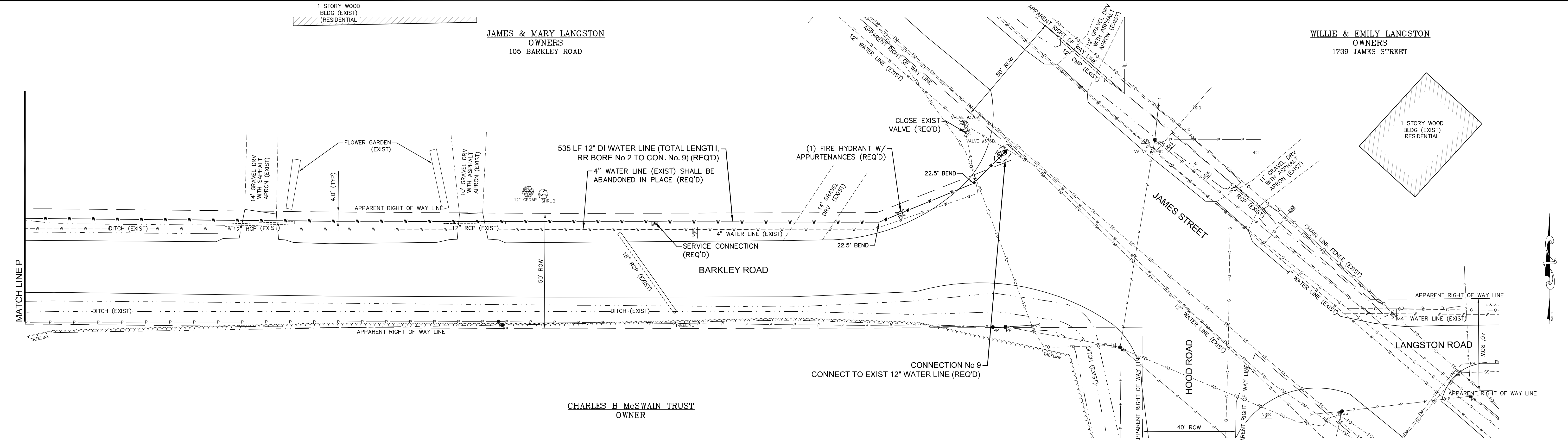


NO.	DATE	DESCRIPTION	BY
BARKLEY ROAD – PLAN			
COMPREHENSIVE WATER IMPROVEMENTS – PHASE II			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES		Checked by: KDW	
Date: 01-16-2015		Scale: 1" = 20'	
Drawing No.: 1273-W007		Sheet No. 7	

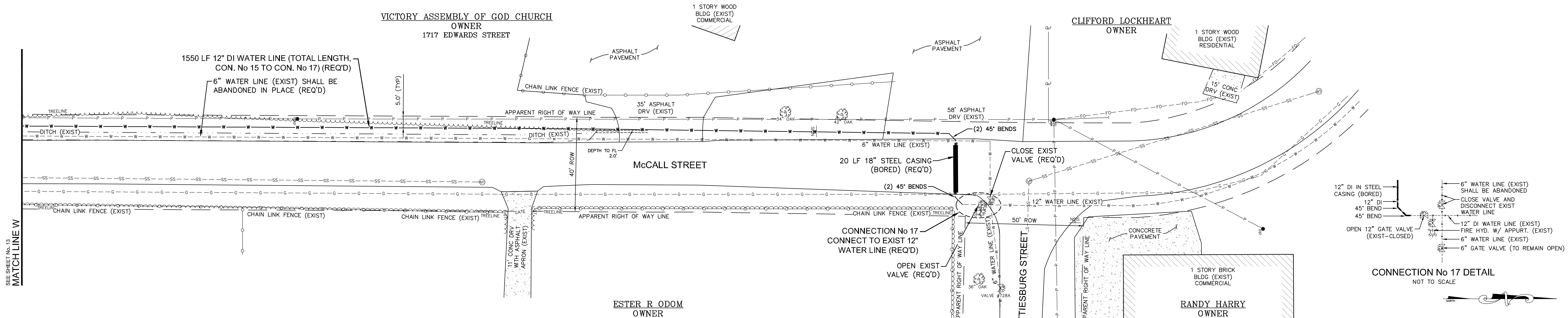


NO.	DATE	DESCRIPTION	BY
BARKLEY ROAD — PLAN			
COMPREHENSIVE WATER IMPROVEMENTS — PHASE II			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.3821 (f) 601.544.0501 sdw.com			
Drawn by: RES		Checked by: KDW	
Date: 01-16-2015		Scale: 1" = 20'	
Drawing No.: 1273-W007		Sheet No. <u>9</u>	

SITE 2

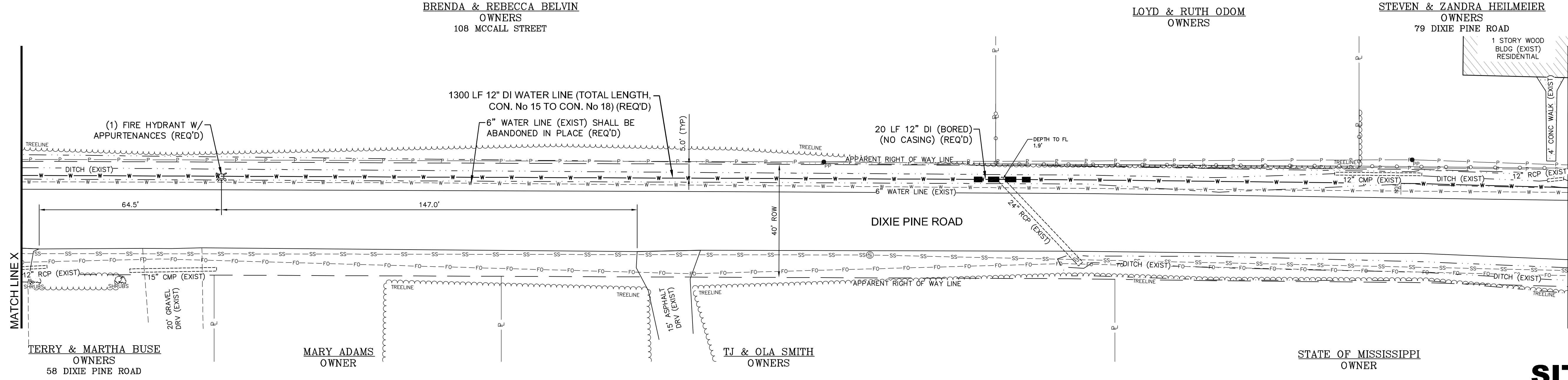
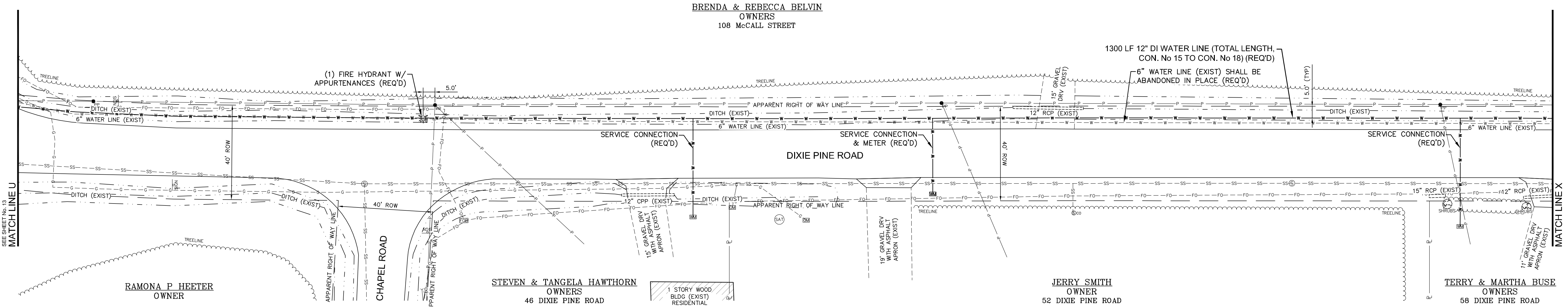


G:\PROJECTS\Hattiesburg_City of 1273-W007 - Comprehensive Water Improvements Phase II\Drawings\CAD Files\1273-W007-CAD Files\1273-W007-Design.dwg, 14, 1/16/2015 10:08:49 AM



McCALL DRIVE - SITE 3

DIXIE PINE ROAD - SITE 4

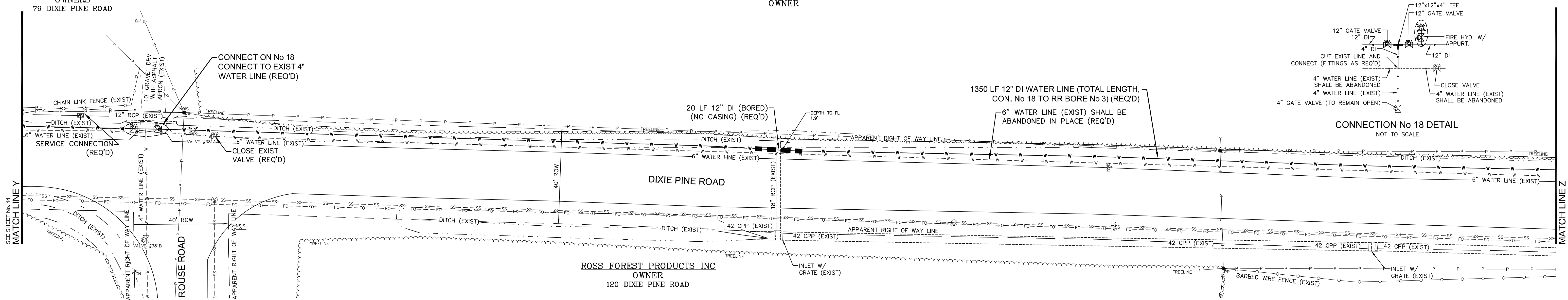


NO.	DATE	DESCRIPTION	BY
McCALL STREET/DIXIE PINE ROAD - PLAN			
COMPREHENSIVE WATER IMPROVEMENTS - PHASE II			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
Drawn by: RES		Checked by: KDW	
Date: 01-16-2015		Scale: 1" = 20'	
Drawing No.: 1273-W007		Sheet No. 14	

SITE 4

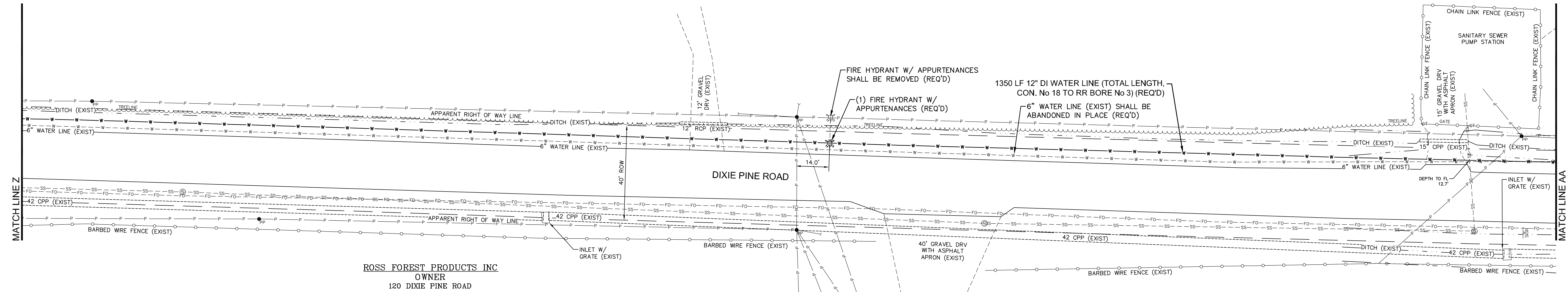
STEVEN & ZANDRA HEILMEIER
OWNERS
79 DIXIE PINE ROAD

JOHN C NELSON
OWNER



JOHN C NELSON
OWNER

ROSS FOREST PRODUCTS INC
OWNER
120 DIXIE PINE ROAD



NOTES:

1. THE APPROVED RAILROAD PERMIT SHALL BE REQUIRED FOR ALL WORK PERFORMED ON RAILROAD RIGHT OF WAY. THE APPROVED RAILROAD PERMIT SHALL BE CONSIDERED A PART OF THESE PLANS. ALL COSTS ASSOCIATED WITH THE RAILROAD PERMIT, INCLUDING BUT LIMITED TO THE FLAG-MAN, INSURANCE, BONDS, ETC, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND AT NO ADDITIONAL COST TO THE PROJECT.
2. ALL WORK IMPACTING THE RAILROAD AND SPURS SHALL ALSO BE COORDINATED WITH RESINALL MS, INC.
3. RESINALL MS, INC IS A 24HR/DAY, 7 DAYS/WEEK INDUSTRIAL PLANT. SERVICE INTERRUPTIONS SHALL BE COORDINATED WITH THE PLANT MAINTENANCE SUPERVISOR. (601.584.6221)

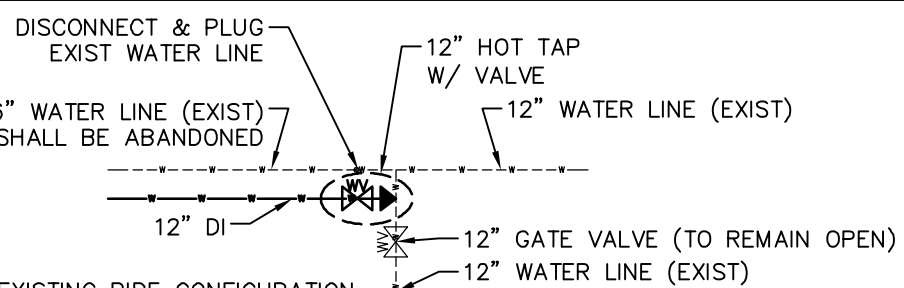
HATTIESBURG CONCRETE PRODUCTS INC
OWNER

- (1) FIRE HYDRANT W/ APPURTENANCES SHALL BE REMOVED (REQ'D) (VERIFY WHICH HYD IS CONNECTED TO EXIST 12" WATER LINE. REMOVE HYD CONNECT TO EXIST 6" WATER LINE-FIELD VERIFY)

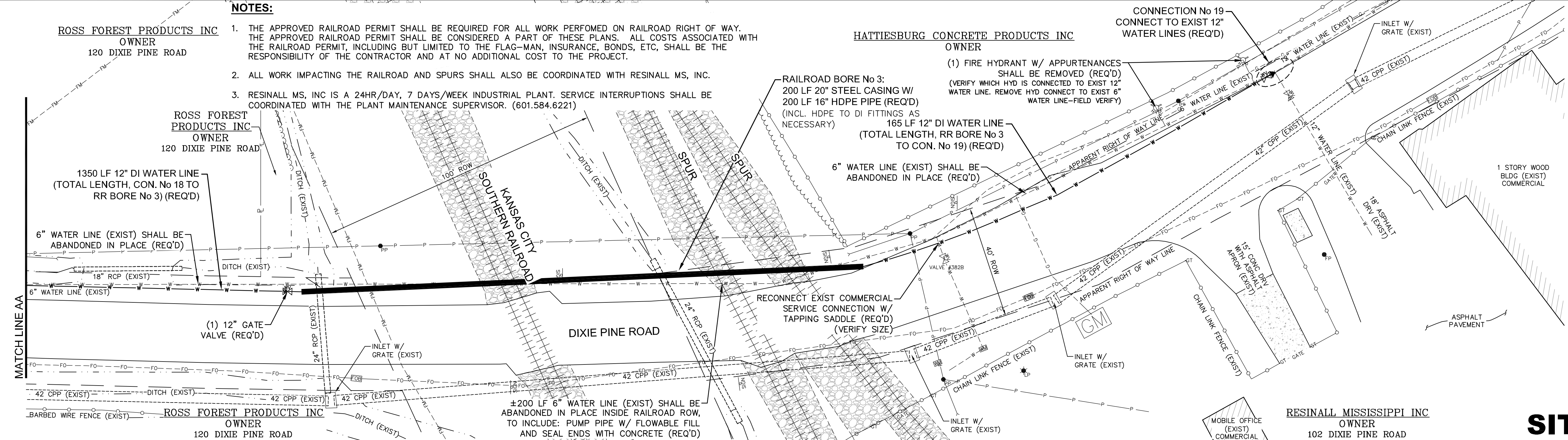
RAILROAD BORE No 3:
200 LF 20" STEEL CASING W/
200 LF 16" HDPE PIPE (REQ'D)
(INCL. HDPE TO DI FITTINGS AS NECESSARY)
165 LF 12" DI WATER LINE
(TOTAL LENGTH, RR BORE No 3
TO CON. No 19) (REQ'D)
6" WATER LINE (EXIST) SHALL BE
ABANDONED IN PLACE (REQ'D)

RECONNECT EXIST COMMERCIAL
SERVICE CONNECTION W/
TAPPING SADDLE (REQ'D)
(VERIFY SIZE)

CONNECTION No 19
CONNECT TO EXIST 12"
WATER LINES (REQ'D)



CONNECTION No 19 DETAIL
NOT TO SCALE



DIXIE PINE ROAD - PLAN

COMPREHENSIVE WATER IMPROVEMENTS - PHASE II
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

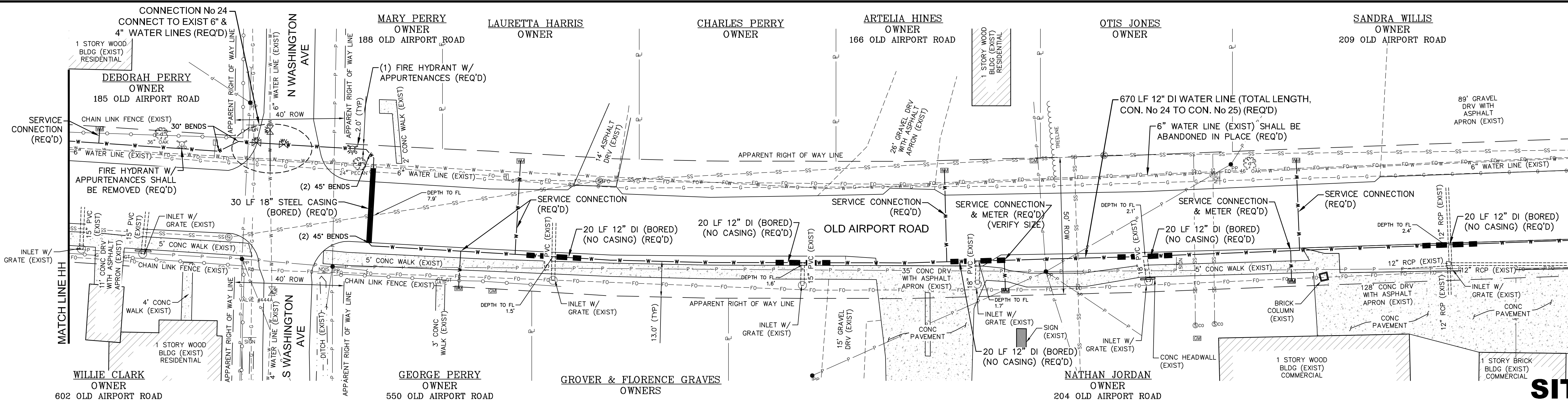
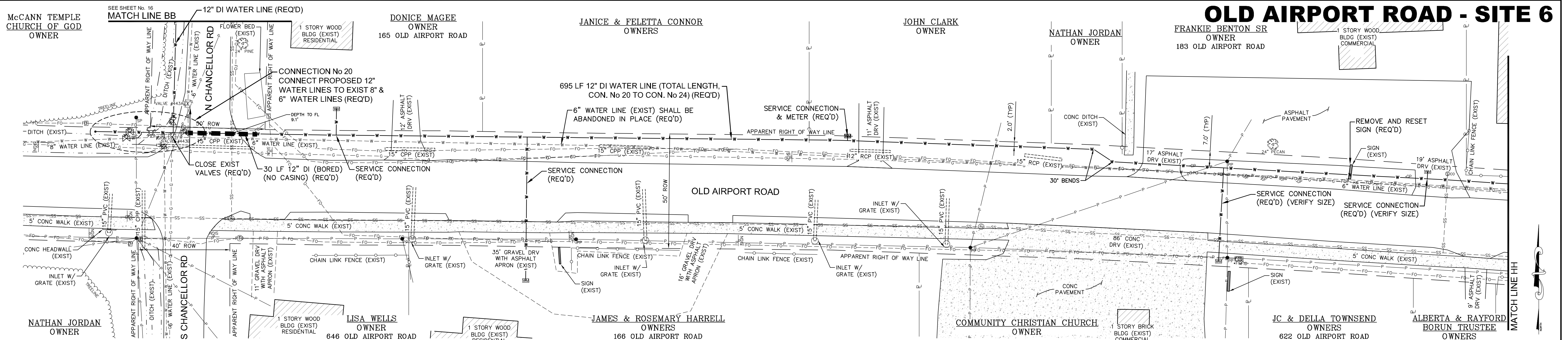
sdw Engineering Progress			
301 Second Ave, Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
Drawn by: RES	Checked by: KDW		
Date: 01-16-2015	Scale: 1" = 20'		
Drawing No.: 1273-W007	Sheet No. 15		

SITE 4

[illegible]

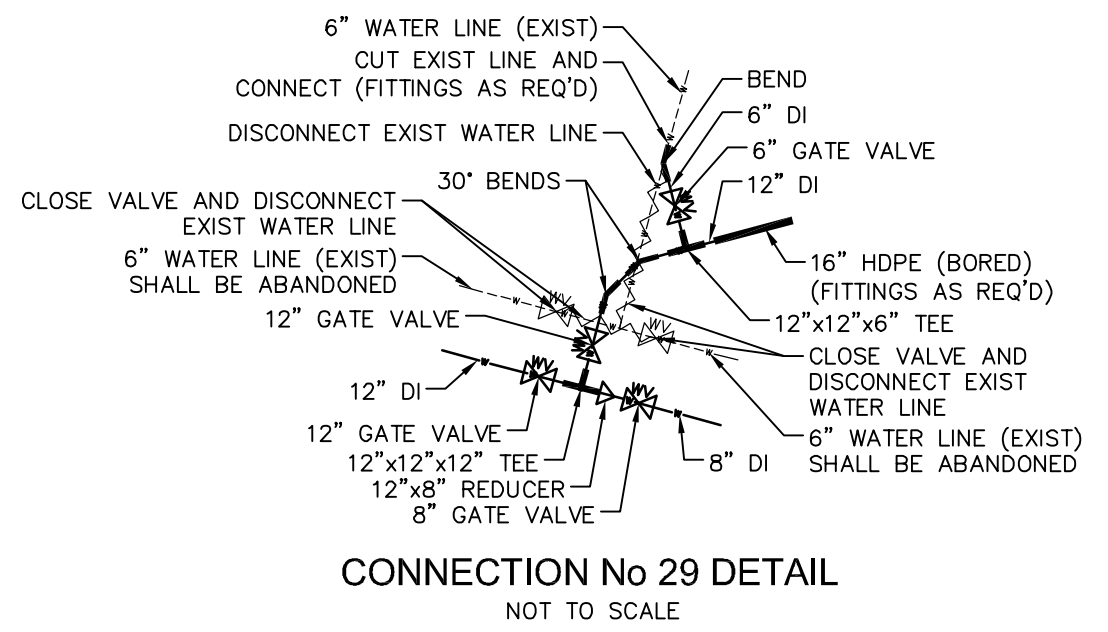
CONNECTION No 20 DETAIL
NOT TO SCALE

CONNECTION No 24 DETAIL
NOT TO SCALE

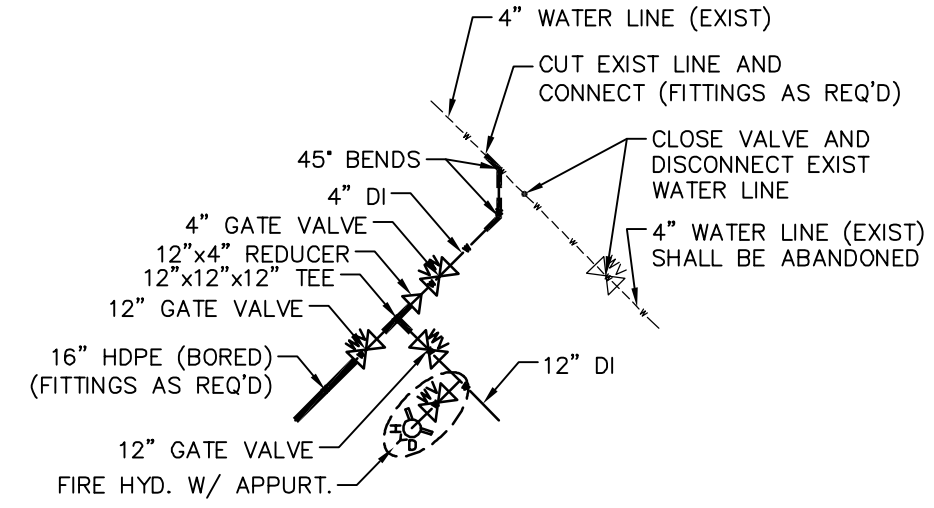


NO.	DATE	DESCRIPTION	BY
N CHANCELLOR RD/OLD AIRPORT RD - PLAN			
COMPREHENSIVE WATER IMPROVEMENTS - PHASE II			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES		Checked by: KDW	
Date: 1-16-2015		Scale: 1" = 20'	
Drawing No.: 1273-W007		Sheet No. 18	

SITE 6



NATHAN JORDAN
OWNER
204 OLD AIRPORT ROAD



MIRACLE TEMPLE CHURCH
OWNER
103 TATUM ROAD

CONNECTION No 29
CONNECT PROPOSED 12" & 8" WATER
LINES & EXIST 6" WATER LINE (REQ'D)
470 LF 12" DI WATER LINE (TOTAL LENGTH,
DIR. BORE No 4 TO CON. No 29) (REQ'D)

RAILROAD BORE No 4:
120 LF 20" STEEL CASING W/
160 LF 16" HDPE PIPE & VARIABLE
LENGTHS 12" DI (REQ'D)
(INCL. HDPE TO DI FITTINGS AS
NECESSARY)

CONNECTION No 30
CONNECT PROPOSED 12" WATER LINES
& EXIST 4" WATER LINE (REQ'D)

4" WATER LINE (EXIST) SHALL BE
ABANDONED IN PLACE (REQ'D)

CLOSE EXIST
VALVE (REQ'D)

SERVICE CONNECTION
(REQ'D) (VERIFY SIZE)

390 LF 12" DI WATER LINE (TOTAL LENGTH,
CON. No 30 TO CON. No 37) (REQ'D)

SEE SHEET No. 19
MATCH LINE LL

20 LF 8" DI (BORED)
(NO CASING) (REQ'D)

6" WATER LINE (EXIST) SHALL BE
ABANDONED IN PLACE (REQ'D)

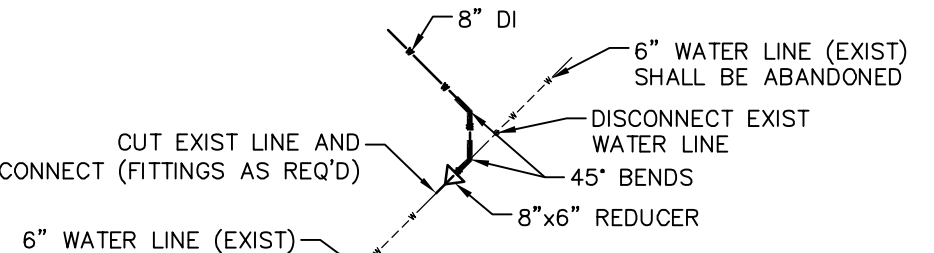
LOVELL DANTZLER
OWNER

190 LF 8" DI WATER LINE (TOTAL LENGTH,
CON. No 29 TO CON. No 31) (REQ'D)

CONNECTION No 31
CONNECT TO EXIST 6"
WATER LINE (REQ'D)

STATE OF MISSISSIPPI
OWNER

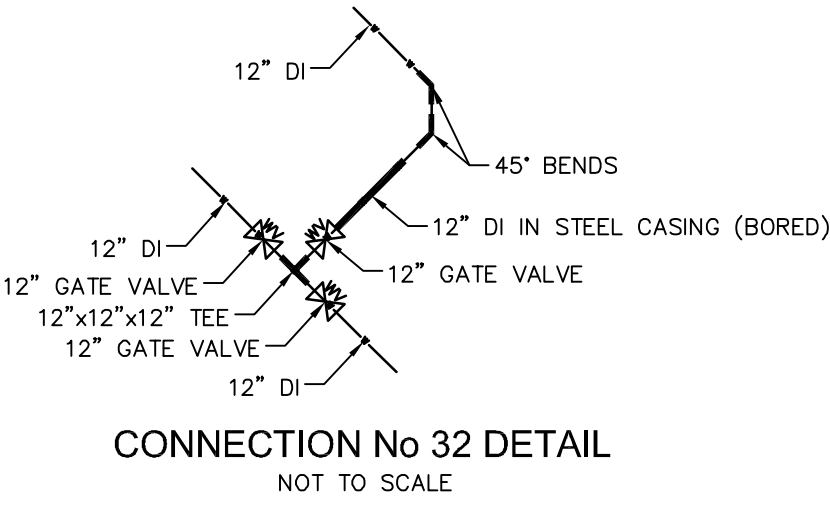
STATE OF MISSISSIPPI
OWNER



NOTES:

1. THE APPROVED RAILROAD PERMIT SHALL BE REQUIRED FOR ALL WORK PERFORMED ON RAILROAD RIGHT OF WAY. THE APPROVED RAILROAD PERMIT SHALL BE CONSIDERED A PART OF THESE PLANS. ALL COSTS ASSOCIATED WITH THE RAILROAD PERMIT, INCLUDING BUT LIMITED TO THE FLAG-MAN, INSURANCE, BONDS, ETC, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND AT NO ADDITIONAL COST TO THE PROJECT.
2. ALL WATER LINE SHOWN TO BE ABANDONED INSIDE THE RAILROAD RIGHT OF WAY SHALL BE ABANDONED AS FOLLOWS: PUMP PIPE W/ FLOWABLE FILL AND SEAL ENDS WITH CONCRETE (REQ'D)

SITE 6



SEE SHEET No. 21
MATCH LINE MM

6" WATER LINE (EXIST) SHALL BE
ABANDONED IN PLACE (REQ'D)
1005 LF 12" DI WATER LINE (TOTAL LENGTH,
CON. No 32 TO CON. No 35) (REQ'D)

100 LF 18" STEEL
CASING (BORED) (REQ'D)

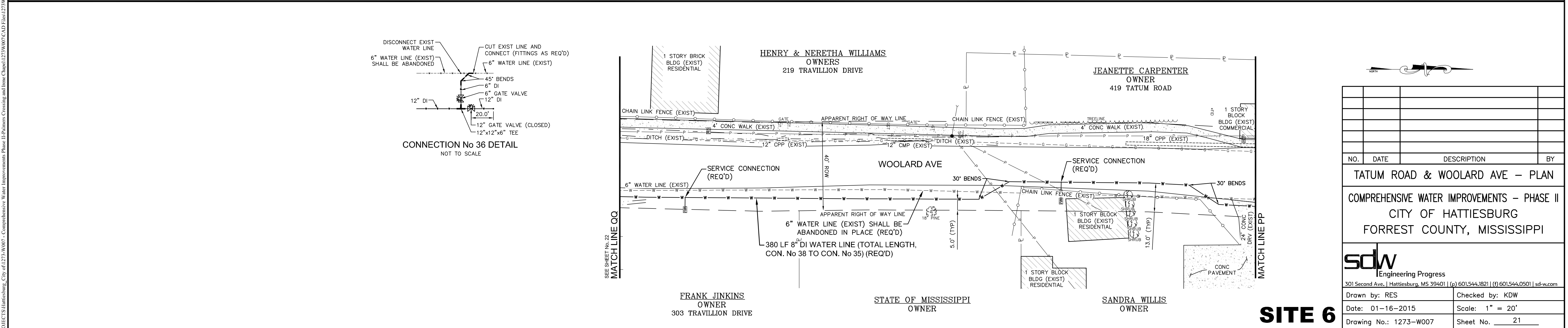
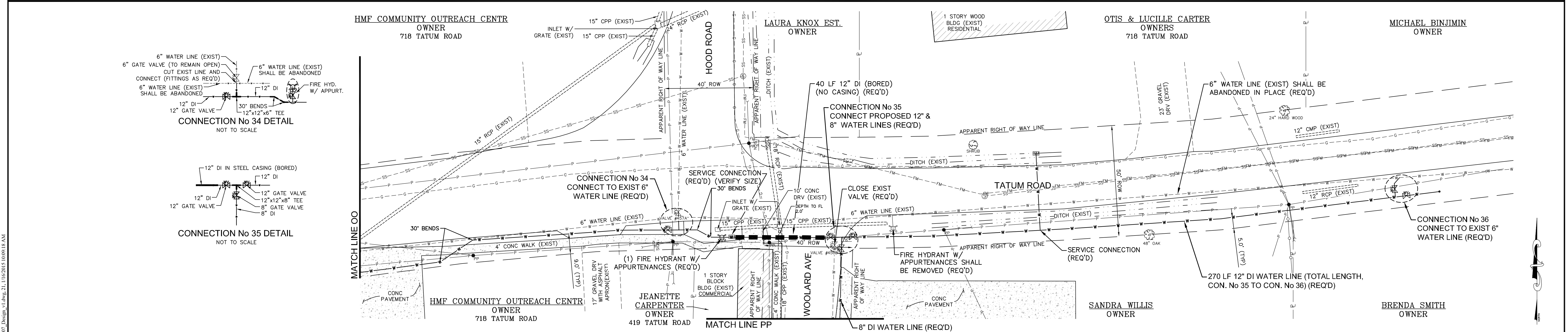
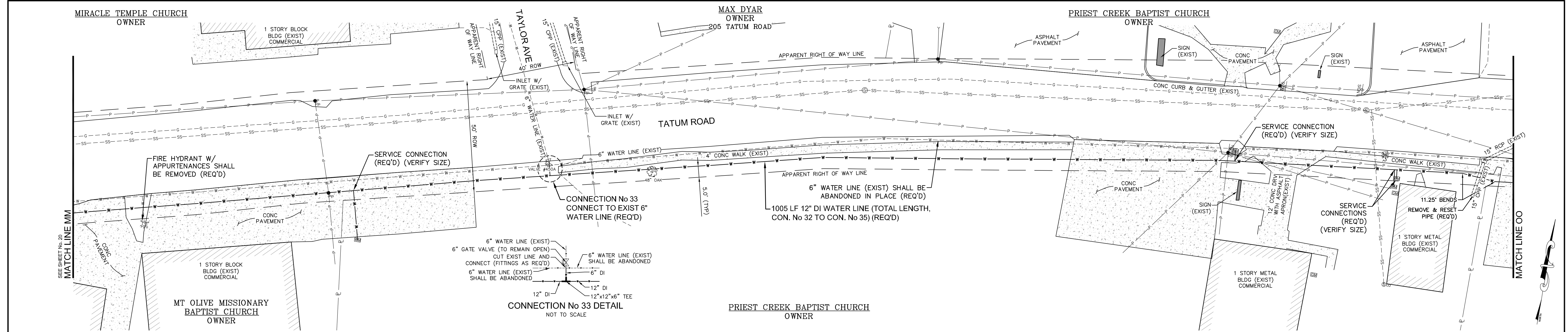
6" WATER LINE (EXIST) SHALL BE
ABANDONED IN PLACE (REQ'D)
4" WATER LINE (EXIST) SHALL BE
ABANDONED IN PLACE (REQ'D)

CONNECTION No 32
CONNECT PROPOSED 12"
WATER LINES (REQ'D)

MATCH LINE NN
SEE SHEET No. 23

NO.	DATE	DESCRIPTION	BY
OLD AIRPORT ROAD — PLAN			
COMPREHENSIVE WATER IMPROVEMENTS — PHASE II			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
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Date: 01-16-2015		Scale: 1" = 20'	
Drawing No.: 1273-W007		Sheet No. 20	

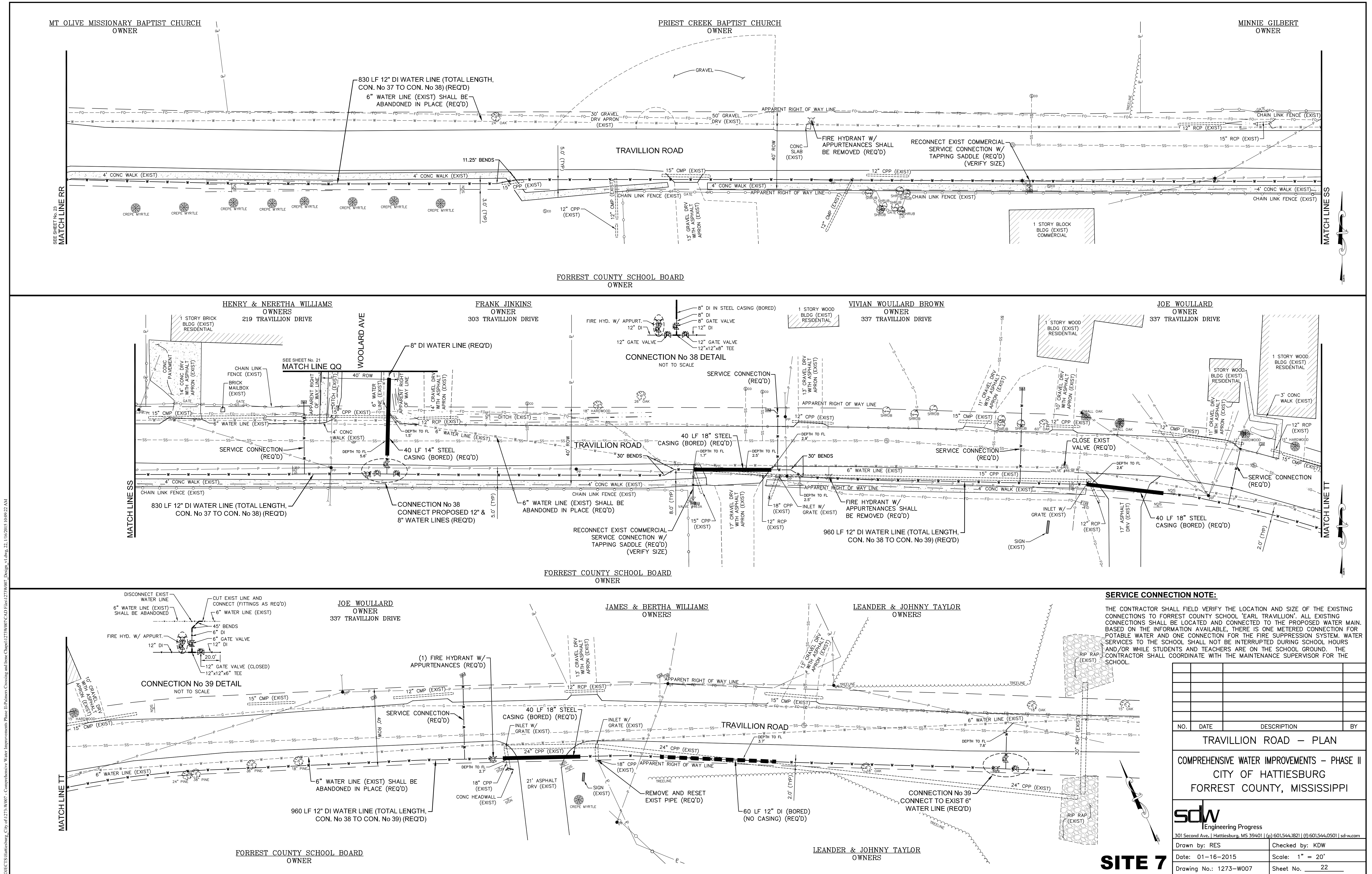
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NO.	DATE	DESCRIPTION	BY
TATUM ROAD & WOOLARD AVE – PLAN			
COMPREHENSIVE WATER IMPROVEMENTS – PHASE II			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
Drawn by: RES		Checked by: KDW	
Date: 01-16-2015		Scale: 1" = 20'	
Drawing No.: 1273-W007		Sheet No. 21	

SITE 6

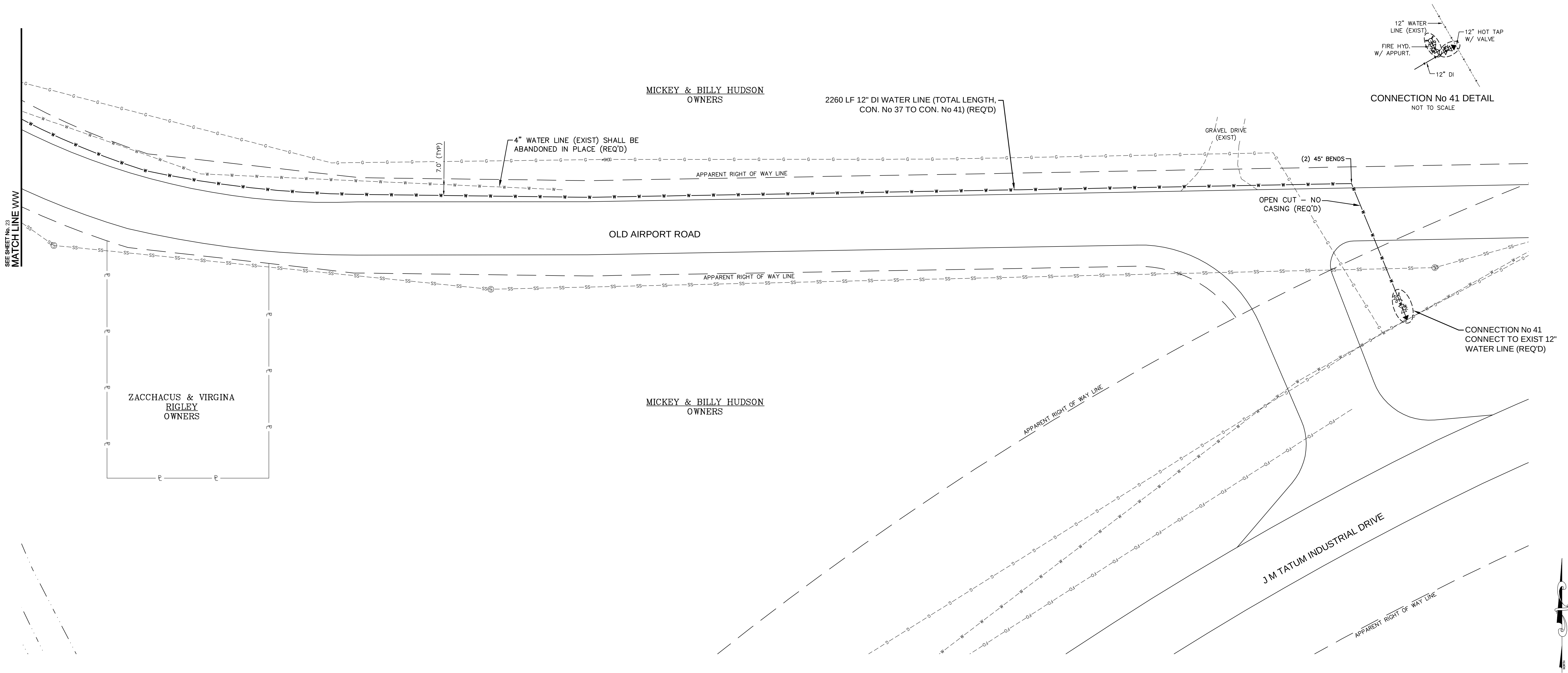
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SITE 7

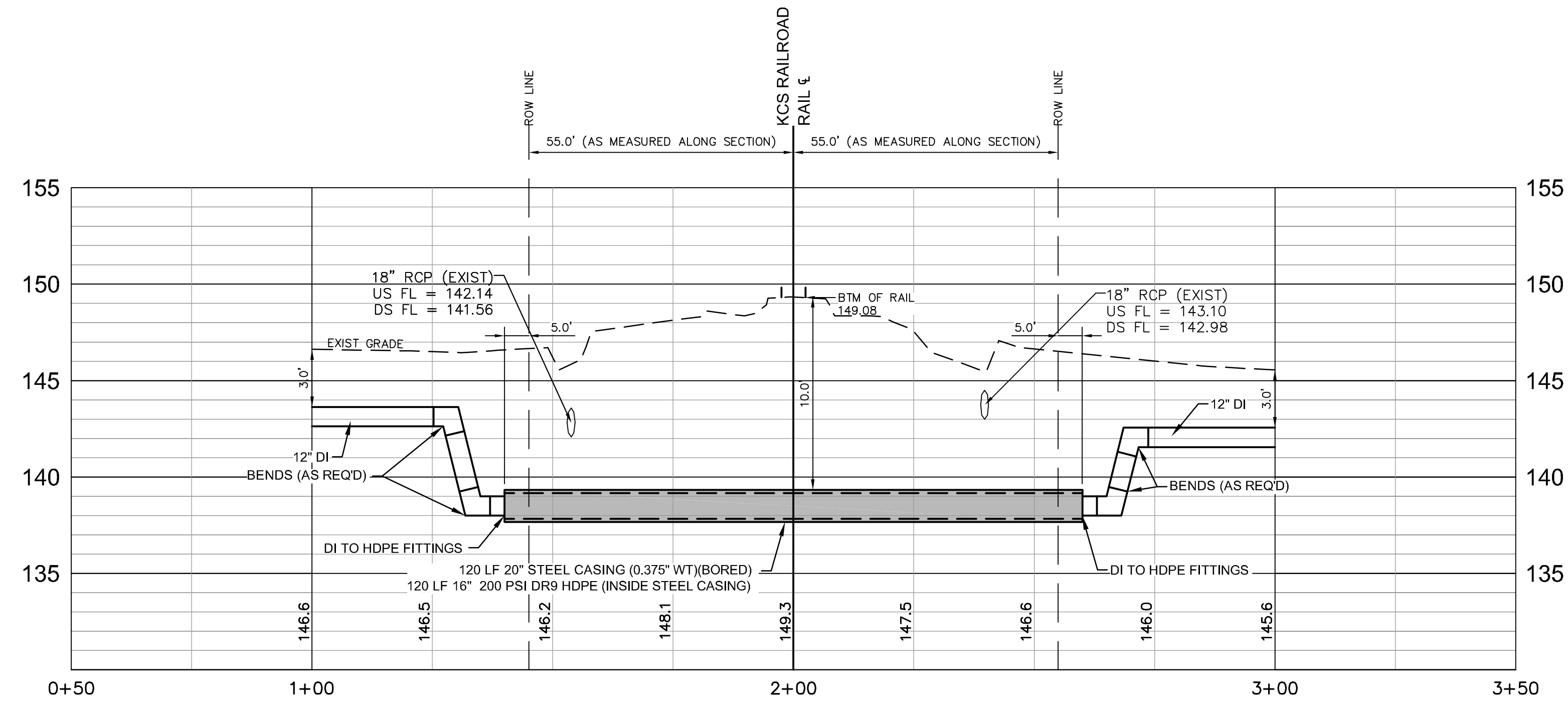
NO.	DATE	DESCRIPTION	BY
TRAVILLION ROAD – PLAN			
COMPREHENSIVE WATER IMPROVEMENTS – PHASE II			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
Drawn by: RES		Checked by: KDW	
Date: 01-16-2015		Scale: 1" = 20'	
Drawing No.: 1273-W007		Sheet No. 22	

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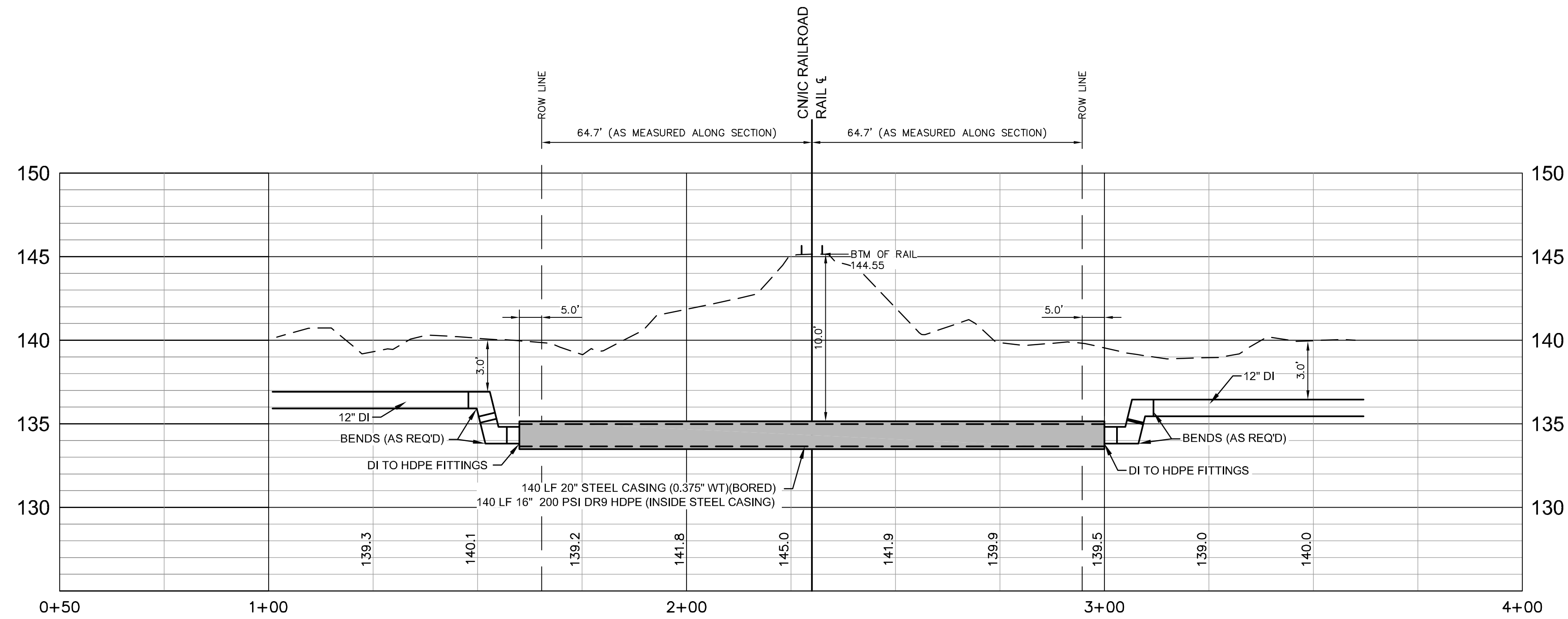
1	03/03/17	REVISED WATER LINE LOCATION	RES
NO.	DATE	DESCRIPTION	BY
JM TATUM INDUSTRIAL DRIVE – PLAN			
COMPREHENSIVE WATER IMPROVEMENTS – PHASE II			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES		Checked by: KDW	
Date: 01-16-2015		Scale: 1" = 20'	
Drawing No.: 1273-W007		Sheet No. 24	

SITE 8



CROSS SECTION - RAILROAD BORE No. 1

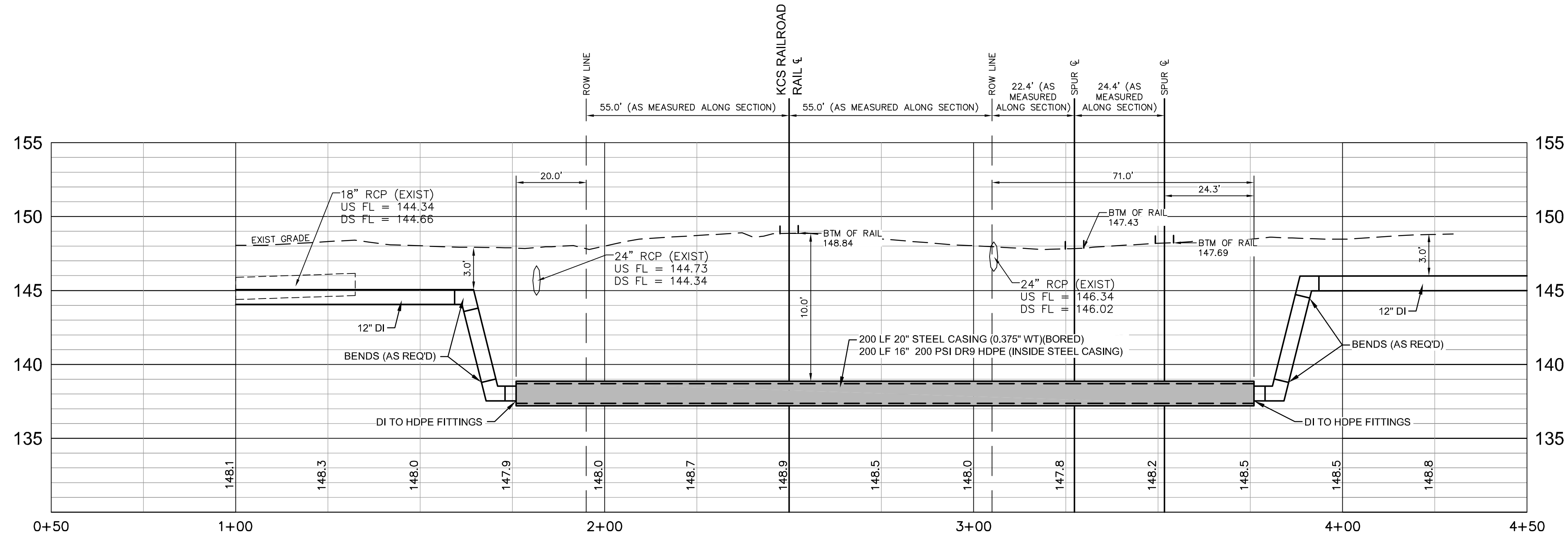
KANSAS CITY SOUTHERN RAILROAD AT BARKLEY ROAD



CROSS SECTION - RAILROAD BORE No. 2

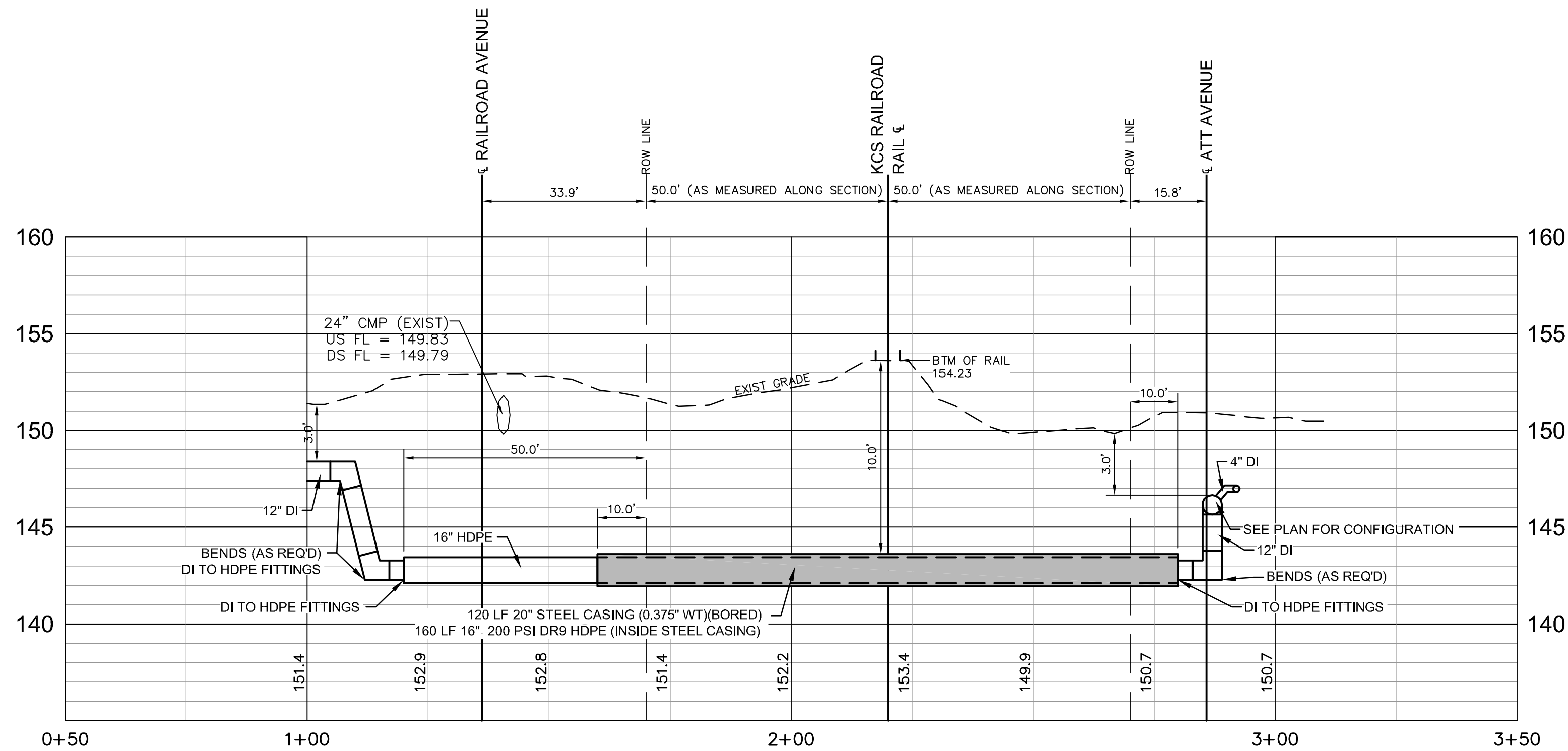
CANADIAN NATION/ILLINOIS CENTRAL RAILROAD AT BARKLEY ROAD

NO.	DATE	DESCRIPTION	BY
RAILROAD BORE CROSS SECTIONS			
COMPREHENSIVE WATER IMPROVEMENTS – PHASE II			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
Drawn by: RES		Checked by: KDW	
Date: 01-16-2015		Scale: 1"=20' H, 1"=5' V	
Drawing No.: 1273-W007		Sheet No. 25	



CROSS SECTION - RAILROAD BORE No. 3

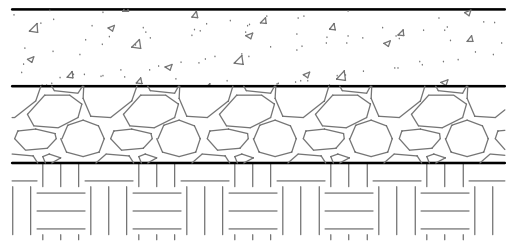
KANSAS CITY SOUTHERN RAILROAD AT DIXIE PINE ROAD



CROSS SECTION - RAILROAD BORE No. 4

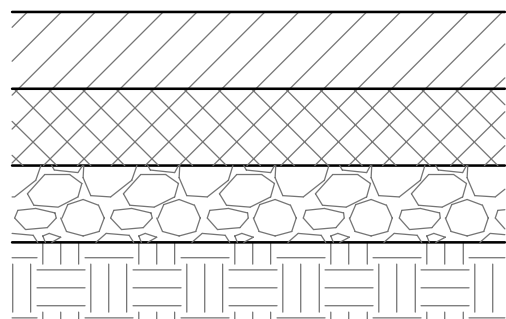
KANSAS CITY SOUTHERN RAILROAD AT OLD AIRPORT ROAD

NO.	DATE	DESCRIPTION	BY
RAILROAD BORE CROSS SECTIONS			
COMPREHENSIVE WATER IMPROVEMENTS – PHASE II			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
Drawn by: RES		Checked by: KDW	
Date: 01-16-2015		Scale: 1"=20' H, 1"=5' V	
Drawing No.: 1273-W007		Sheet No. 26	



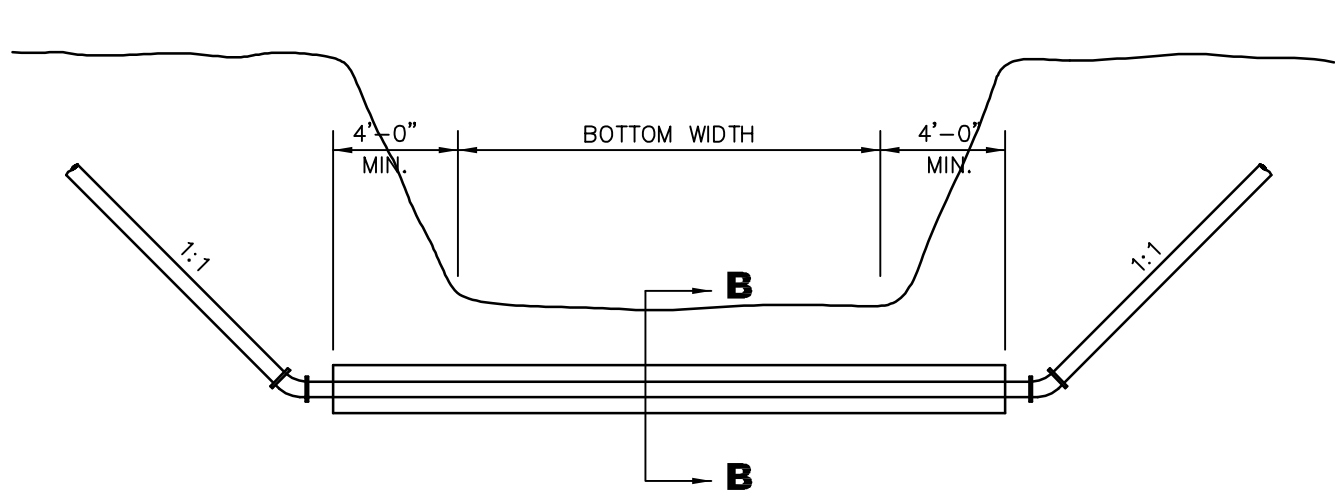
- TEMPORARY: 6" CRUSHED AGGREGATE (SIZE 825) (REMOVE PRIOR TO PAVING)
- PERMANENT: 6" 3000 PSI CONCRETE W/ FIBER GLASS REINFORCEMENT
- 6" CRUSHED AGGREGATE (SIZE 825) COMPACTED TO 95%
- EXISTING SUBGRADE AND/OR FILL MATERIAL COMPACTED TO 95%

TYPICAL CONCRETE PAVEMENT REPAIR



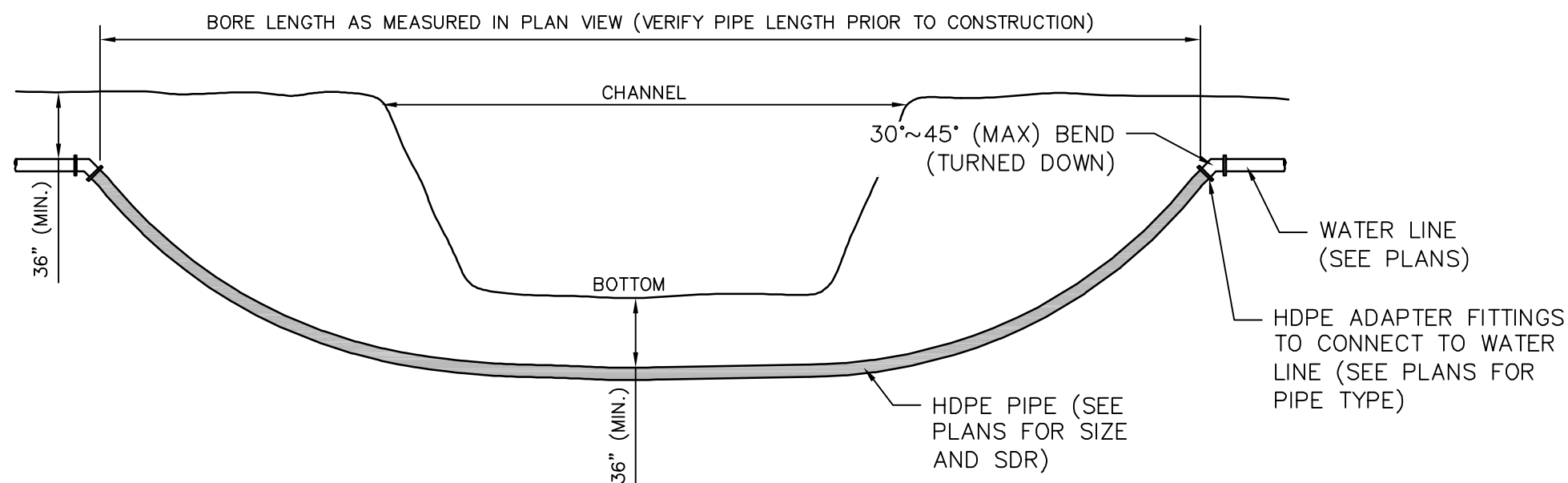
- PERMANENT: 1 1/2" SURFACE COURSE ASPHALT
- TEMPORARY: 4" CRUSHED AGGREGATE (SIZE 825) (REMOVED PRIOR TO PAVING)
- PERMANENT: 2" BASE COURSE ASPHALT
- 6" CRUSHED AGGREGATE (SIZE 825) COMPACTED TO 95%
- EXISTING SUBGRADE AND/OR FILL MATERIAL COMPACTED TO 95%

TYPICAL ASPHALT PAVEMENT REPAIR

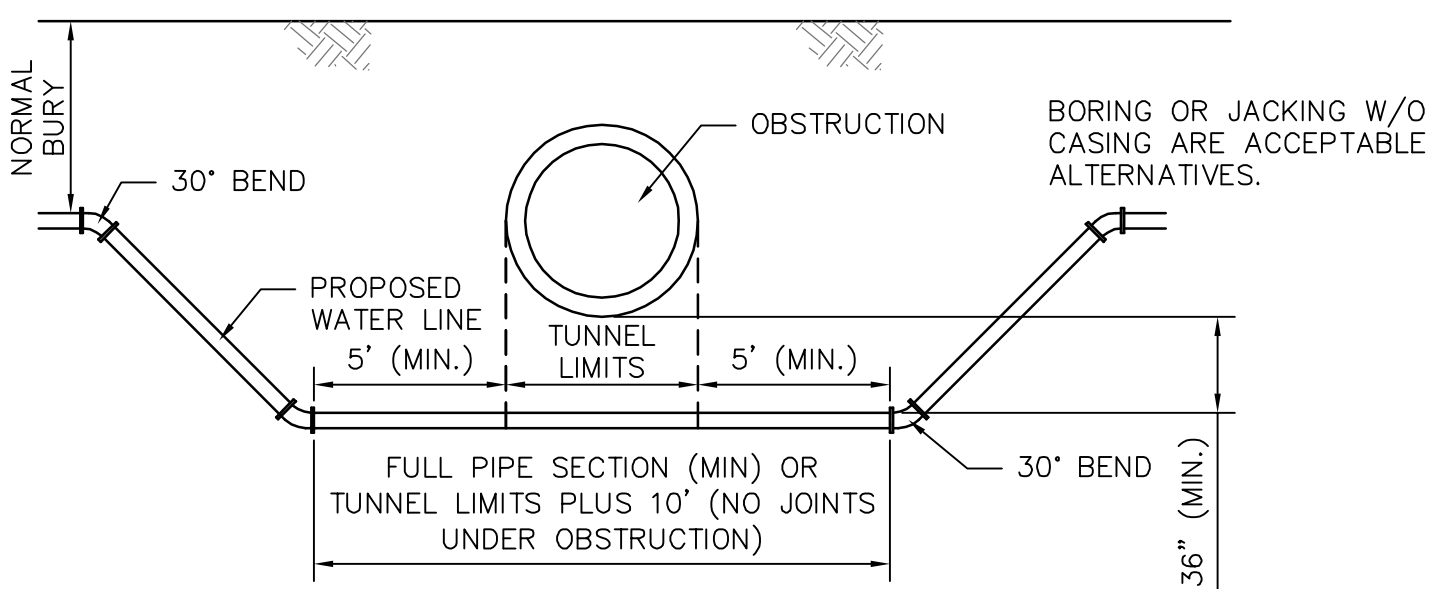


CONCRETE ENCASEMENT OF PIPE IS REQUIRED WHEN BOTTOM WIDTH IS GREATER THAN 8'-0".

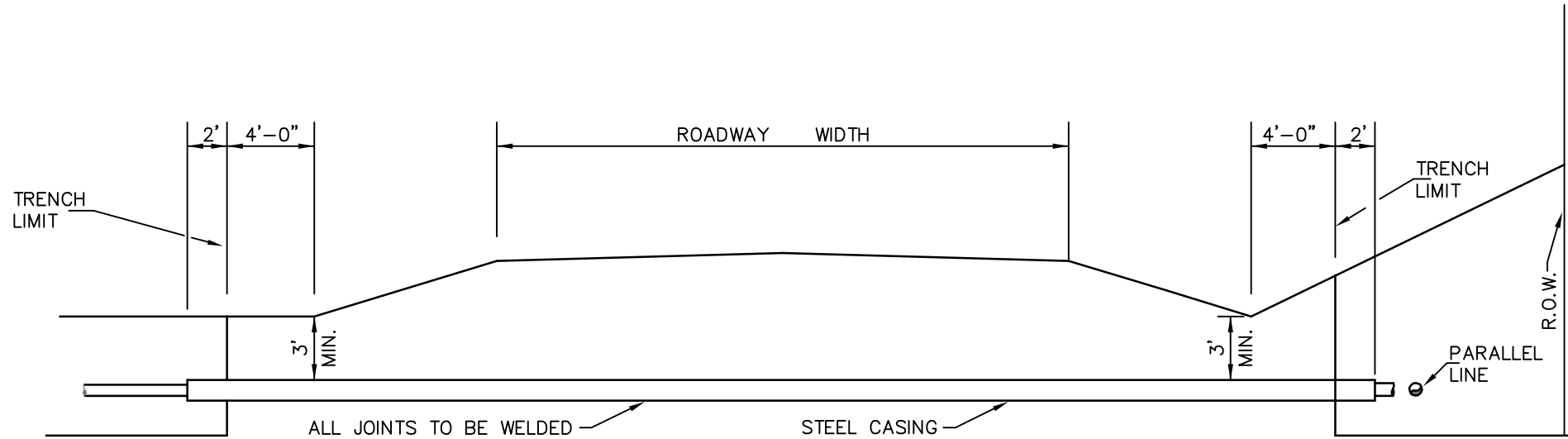
OPEN CUT CHANNEL CROSSING DETAIL



DIRECTIONAL BORED CHANNEL CROSSING DETAIL

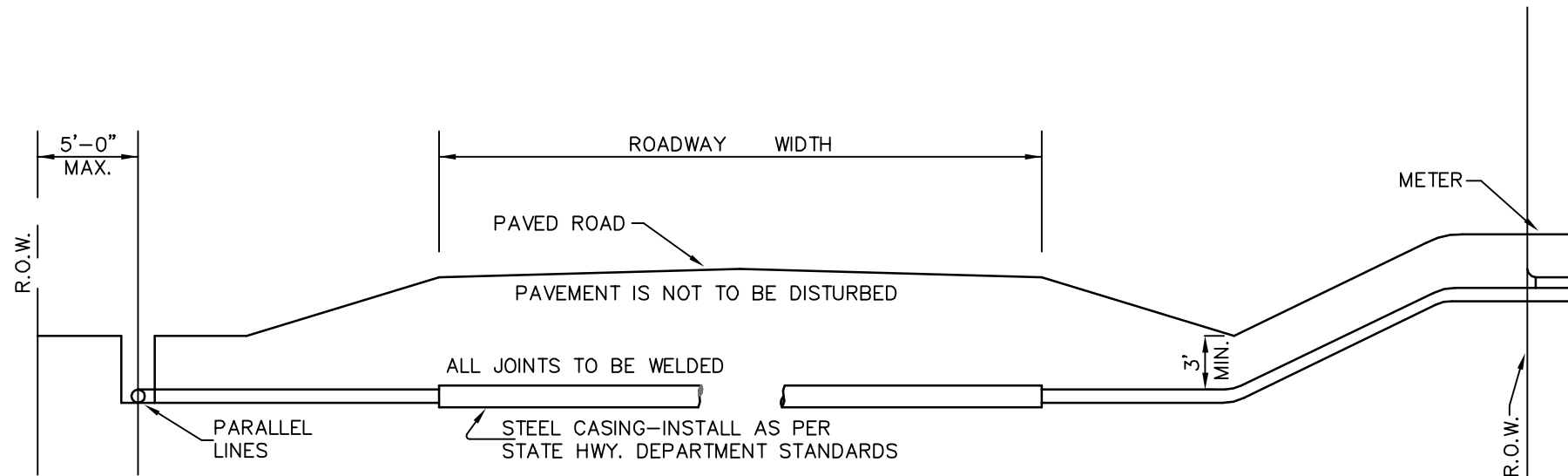


OBSTRUCTION CROSSING DETAIL

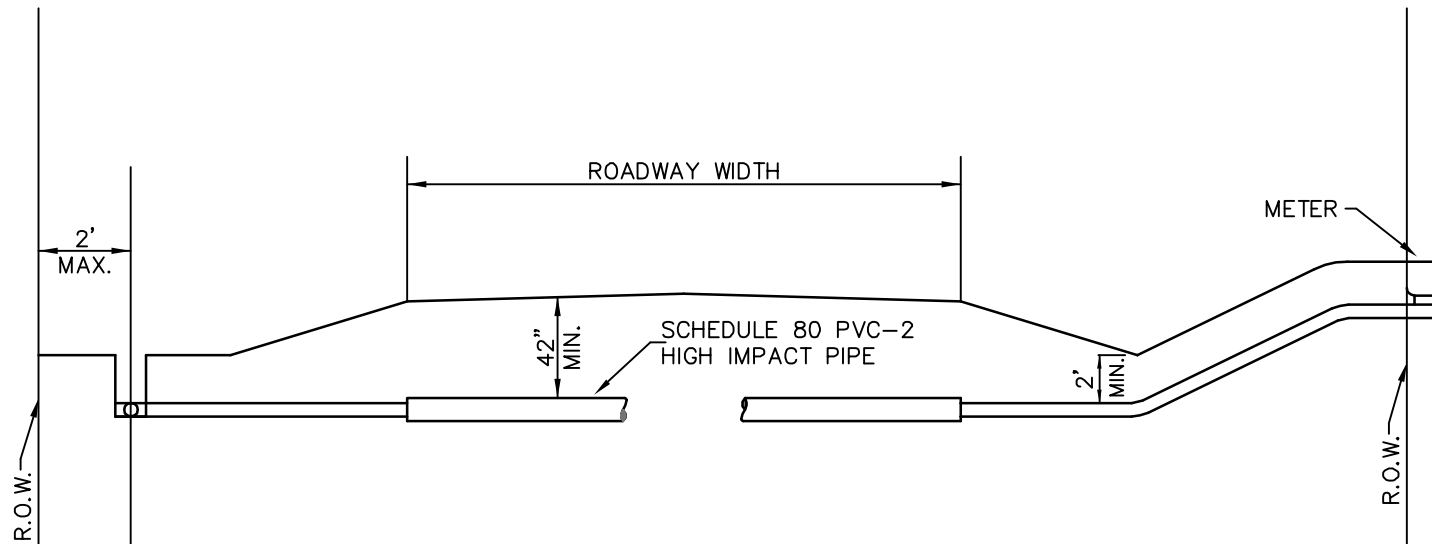


STEEL CASING TO BE INSTALLED BY JACKING THROUGH, WET BORE OR DRY BORE (AS SPECIFIED) OF A SIZE NOT GREATER OR LESS THAN 1" OF O.D. OF ENCASEMENT, LAYING STEEL CASING IN OPEN TRENCH WILL BE PERMITTED ONLY WHEN SET OUT IN THE SPECIFICATIONS AND WITH THE APPROVAL OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION.

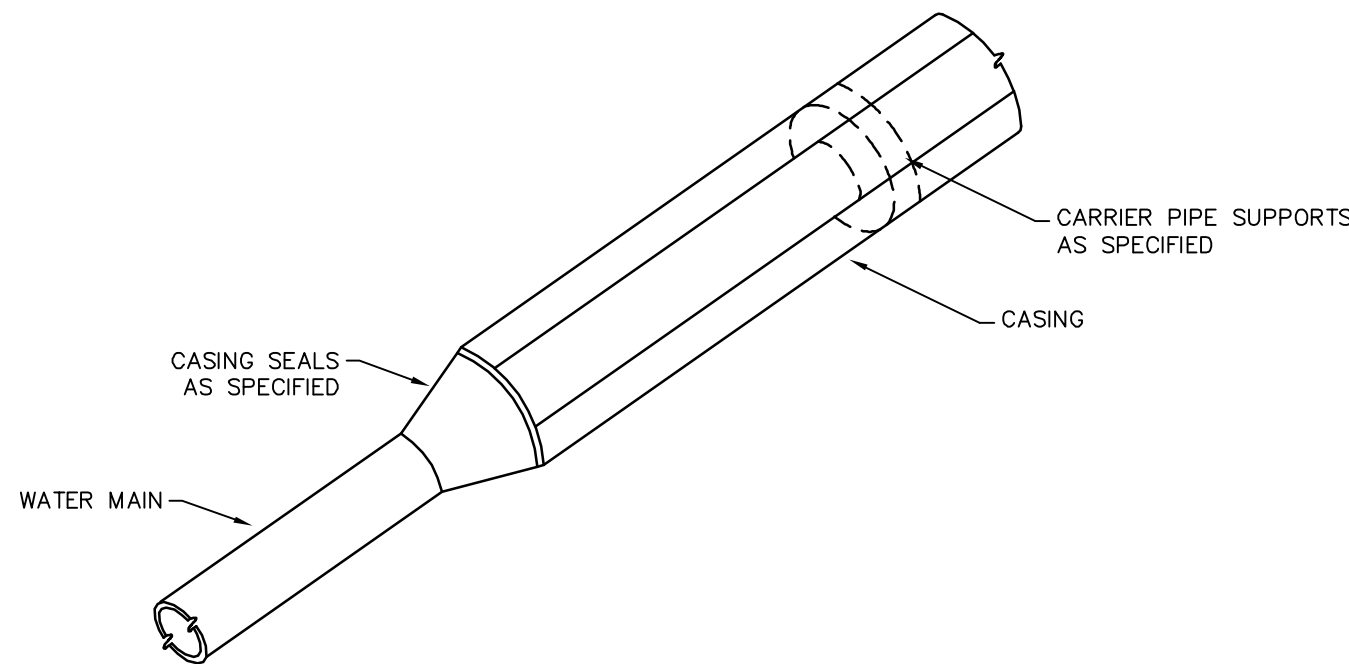
HIGHWAY CROSSING & WATER LINE PARALLELING HWY. IN R.O.W.



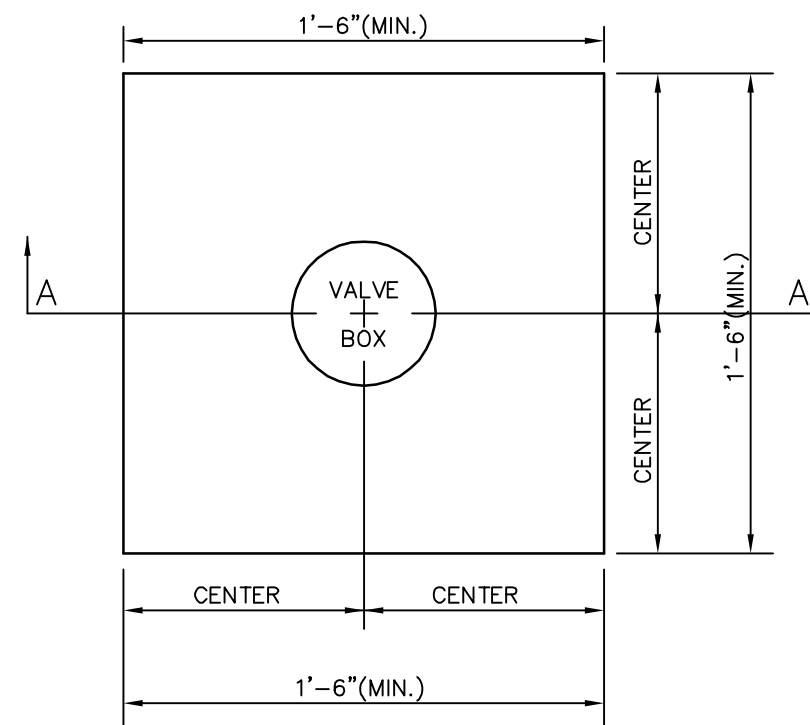
ROAD BORE & WATER LINE PARALLELING ROAD IN R.O.W.



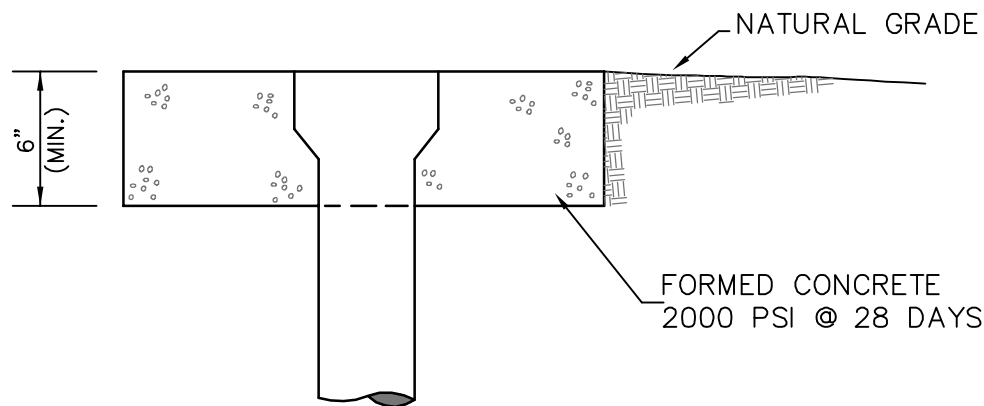
COUNTY GRAVEL ROAD & WATER LINE PARALLELING ROAD IN R.O.W.



CASING END DETAIL

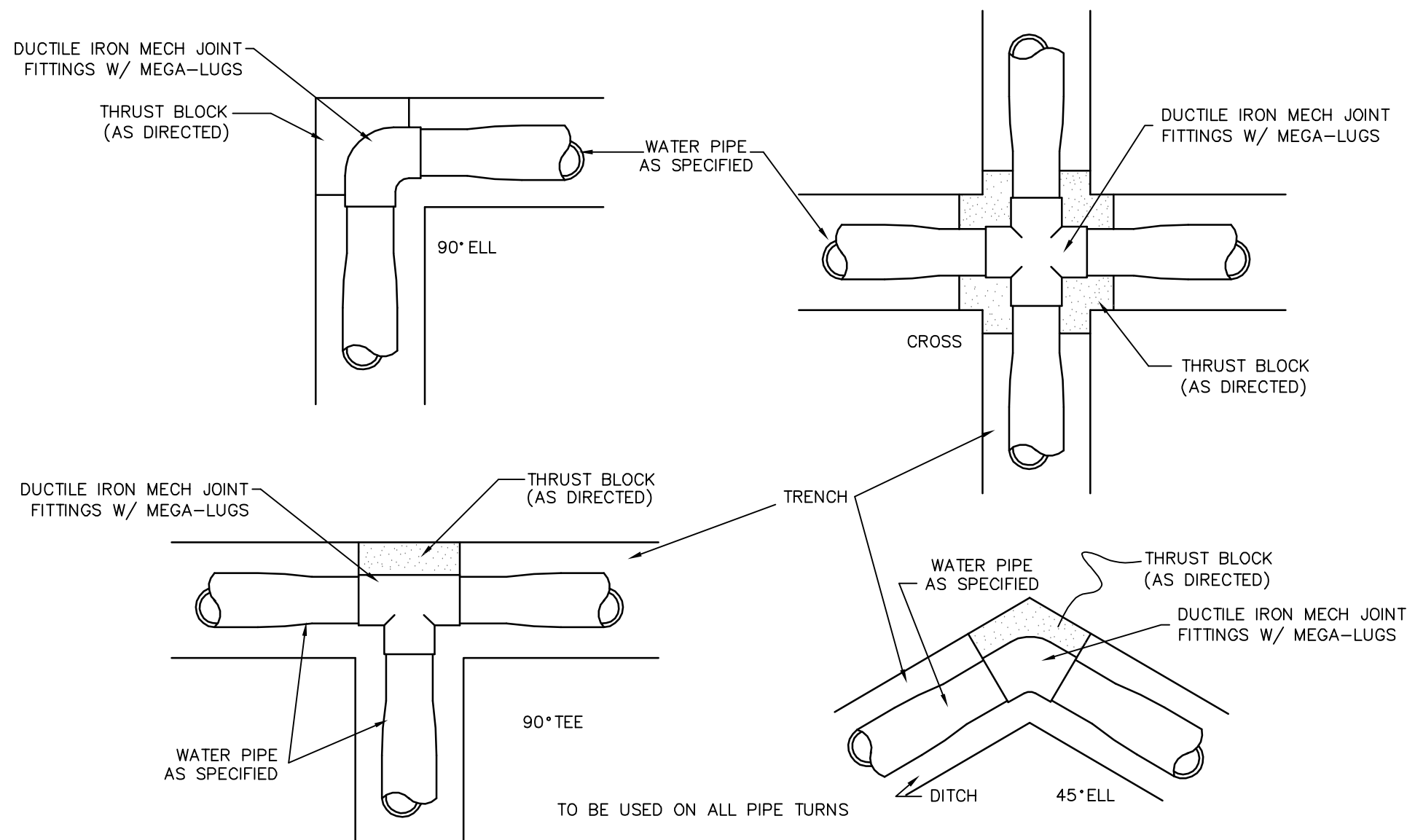


PLAN



SECTION A-A

VALVE LOCATION



THRUST BLOCK DETAILS

NO.	DATE	DESCRIPTION	BY
WATER INSTALLATION DETAILS			
COMPREHENSIVE WATER IMPROVEMENTS – PHASE II			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
Drawn by: RES		Checked by: KDW	
Date: 10/21/2014		Scale: NONE	
Drawing No.: 1273-W007		Sheet No. 28	

G:\PROJECTS\Hattiesburg_City of 1273-W007 - Comprehensive Water Improvements Phase I\Planners Crossing and Irene Chapel\1273-W007\CAD Files\1273W007_VegPdc.dwg, 29, 3/7/2016 2:25:13 PM

VEGETATION SCHEDULE						
EROSION CONTROL ITEMS		SEASONAL APPLICATIONS - DATES & RATES				REQUIREMENTS
		SPRING & SUMMER		FALL & WINTER		
PAY ITEM NO.	ITEMS	RATES	DATES	RATES	DATES	
211-B001	TOPSOIL FOR SLOPE TREATMENT (LVM)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THICK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED BY THE ENGINEER DURING CONSTRUCTION
212-B001	STANDARD GROUND PREPARATION	PER SQ. FT.	MARCH 1 TO SEPTEMBER 1	PER SQ. FT.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR SEEDING, AS APPLICABLE
907-213-A001	AGRICULTURAL LIMESTONE	3 TONS / ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS / ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
213-B001	COMBINATION FERTILIZER (13-13-13)	1000 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
213-C001	SUPER PHOSPHATE	0.5 TON / ACRE (EST)	MARCH 1 TO SEPTEMBER 1			SUPER PHOSPHATE (FOR BID ITEM PURPOSES)
214-A002	SEEDING (BERMUDA GRASS)	20 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	20 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS. UNHULLED SEED MAY BE REQUIRED DURING THE DORMANT SEASON AS DIRECTED
214-A003	SEEDING (TALL FESCUE)			15 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED IN DISTURBED AREAS
214-A004	SEEDING (CRIMSON CLOVER)			20 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREA
215-A001	VEGETATIVE MATERIAL FOR MULCH	2 TONS / ACRE (EST)	MARCH 1 TO SEPTEMBER 1	2 TONS / ACRE (EST)	SEPTEMBER 1 TO MARCH 1	THE ENGINEER WILL DESIGNATE THE RATES OF APPLICABLE (SEE SUBSECTION 215-03.3)
216-A001	SOLID SODDING	PER SQ. YD.	MARCH 1 TO SEPTEMBER 1	PER SQ. YD.	SEPTEMBER 1 TO MARCH 1	SOLID SOD REQUIRED ON AREAS SPECIFIED IN THE CONTRACT OR BY THE ENGINEER
219-A001	WATERING	20 GAL / S.Y. (EST)	MARCH 1 TO SEPTEMBER 1	20 GAL. / S.Y. (EST)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED IN THE PLANTING AND ESTABLISHING OF SOLID SOD
220-A001	INSECT PEST CONTROL	PER ACRE		PER ACRE		SEE SECTION 220
TEMPORARY EROSION CONTROL ITEMS						
212-A001	LIGHT GROUND PREPARATION	PER SQ. YD.		PER SQ. YD.		APPROXIMATELY HALF SQ.YD. STANDARD GROUND PREPARATION
213-B001	COMBINATION FERTILIZER (13-13-13)	0.25 TONS/ ACRE		0.25 TONS/ ACRE		QUANTITY BASED ON LIGHT GROUND PREPARATION
214-A013	SEEDING (BROWN TOP MILLET)	20 LBS / ACRE	APRIL 1 TO AUGUST 31			QUANTITY BASED ON LIGHT GROUND PREPARATION
214-A017	SEEDING (RYE GRASS)			25 LBS / ACRE	SEPTEMBER 1 TO MARCH 31	QUANTITY BASED ON LIGHT GROUND PREPARATION
214-A015	SEEDING (OATS)			90 LBS / ACRE	SEPTEMBER 1 TO DECEMBER 15	QUANTITY BASED ON LIGHT GROUND PREPARATION
215-A001	VEGETATIVE MATERIAL FOR MULCH	1 TON / ACRE (EST)		1 TON / ACRE (EST)		QUANTITY BASED ON LIGHT GROUND PREPARATION

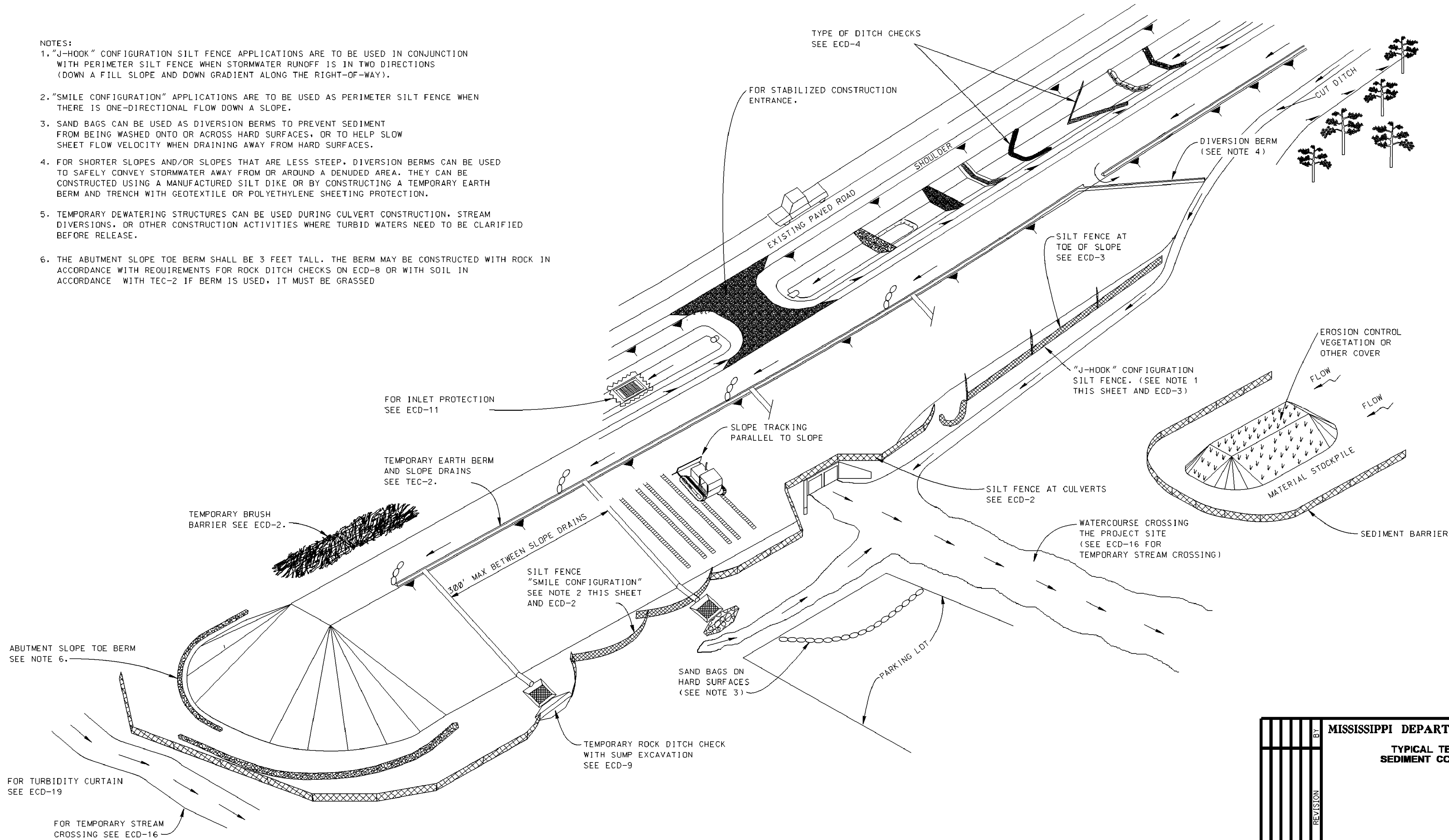
- ① ALL AREAS THAT HAVE BEEN VEGETATED, UNDER THIS CONTRACT, FOR AT LEAST (60) SIXTY DAYS, SHALL RECEIVE ADDITIONAL APPLICATION(S) OF FERTILIZER(S) OF THE TYPE(S) AND RATE(S) OF APPLICATIONS AS DETERMINED BY SOIL TEST OR AS DIRECTED DURING THE GROWING SEASONS THE CONTRACT IS IN FORCE. GROUND PREPARATION WILL NOT BE REQUIRED FOR THE ADDITIONAL APPLICATIONS.
- ② PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 100% OF THE ACREAGE WILL BE SEEDED.
- ③ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE WILL BE SEEDED.
- ④ QUANTITY ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE VEGETATED MAY REQUIRED TREATMENT.
- ⑤ THIS ITEM MAY BE OMITTED ON AREAS SELECTED BY THE ENGINEER.
- ⑥ BAHIAGRASS WILL NOT BE PERMITTED AS A MULCH MATERIAL.
- ⑦ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 75% OF THE ACREAGE SEEDED MAY REQUIRE TOPSOIL

TEMPORARY EROSION CONTROL ITEMS REQUIRED FOR DETOURS		
ITEM	RATE	SEASONAL LIMITATIONS
STANDARD GROUND PREPARATION	---	---
COMBINATION FERTILIZER (13-13-13)	500 LBS/ACRE	---
SEEDING (BERMUDA GRASS)	10 LBS/ACRE	---
SEEDING (TALL FESCUE)	20 LBS/ACRE	AUGUST 15 TO MARCH 15
VEGETATIVE MATERIAL FOR MULCH	2 LBS/ACRE	---

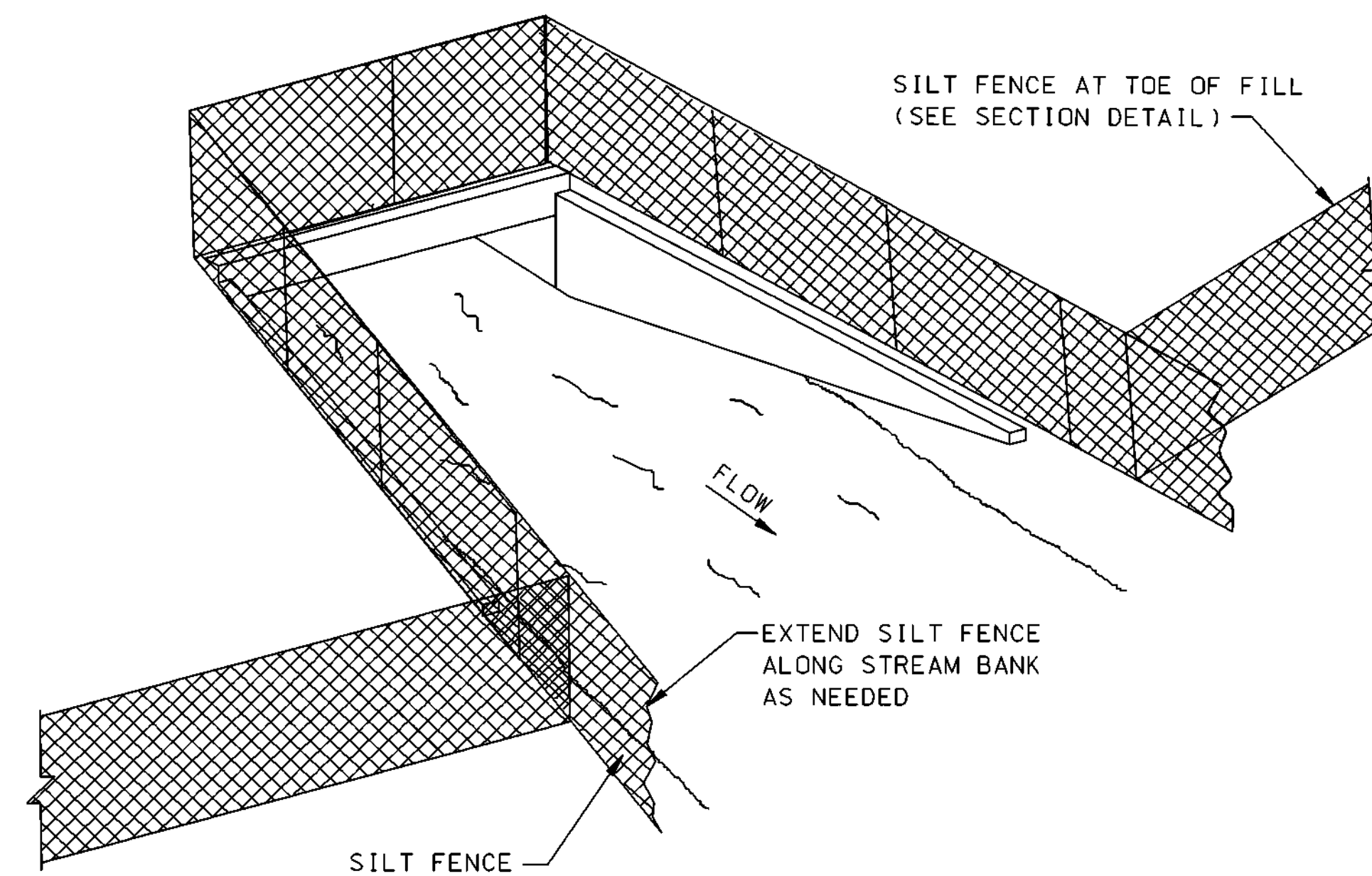
NOTE:
ALL DISTURBED AREAS SHALL BE TREATED WITH TEMPORARY GRASSING MEASURES IF NOT TREATED WITH PERMANANT GRASSING FOR OVER 14 DAYS. NO SEPARATE PAY, ABOSORBED IN ITEM "TEMPORARY EROSION CONTROL".

NO.	DATE	DESCRIPTION	BY
VEGETATION SCHEDULE			
COMPREHENSIVE WATER IMPROVEMENTS -- PHASE II			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdwEngineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
Drawn by: RES		Checked by: KDW	
Date: 10/21/2014		Scale: NONE	
Drawing No.: 1273-W007		Sheet No. 29	

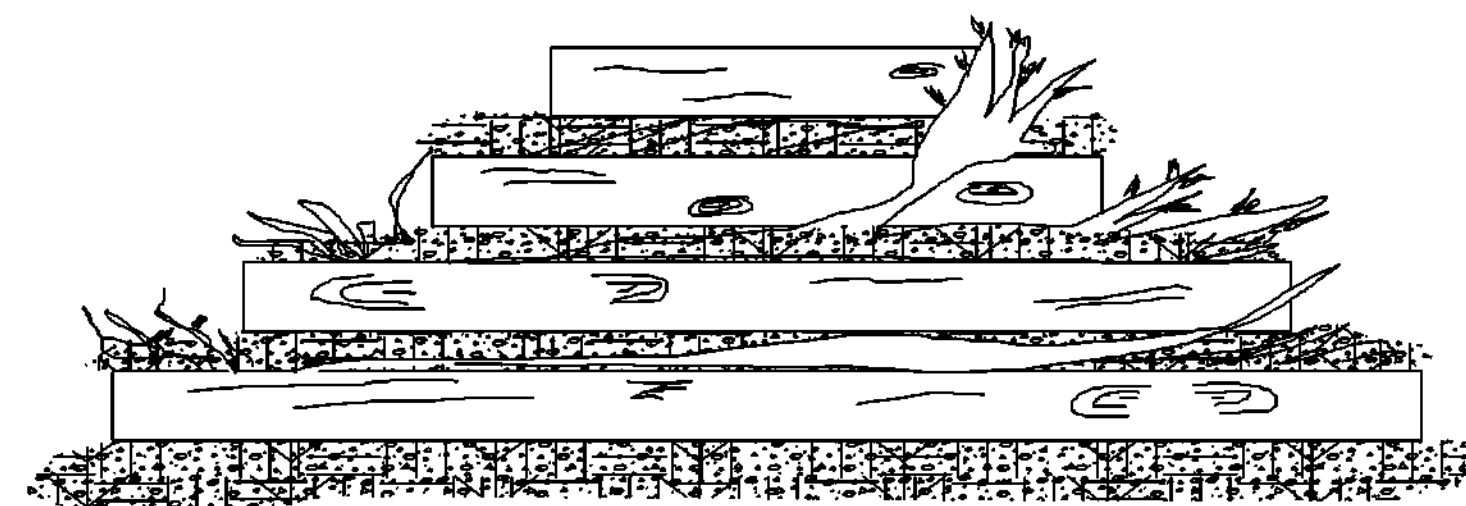
- NOTES:
1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS ARE TO BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
 2. "SMILE CONFIGURATION" APPLICATIONS ARE TO BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
 3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
 4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING A MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
 5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
 6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FEET TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON ECD-8 OR WITH SOIL IN ACCORDANCE WITH TEC-2 IF BERM IS USED, IT MUST BE GRASSED



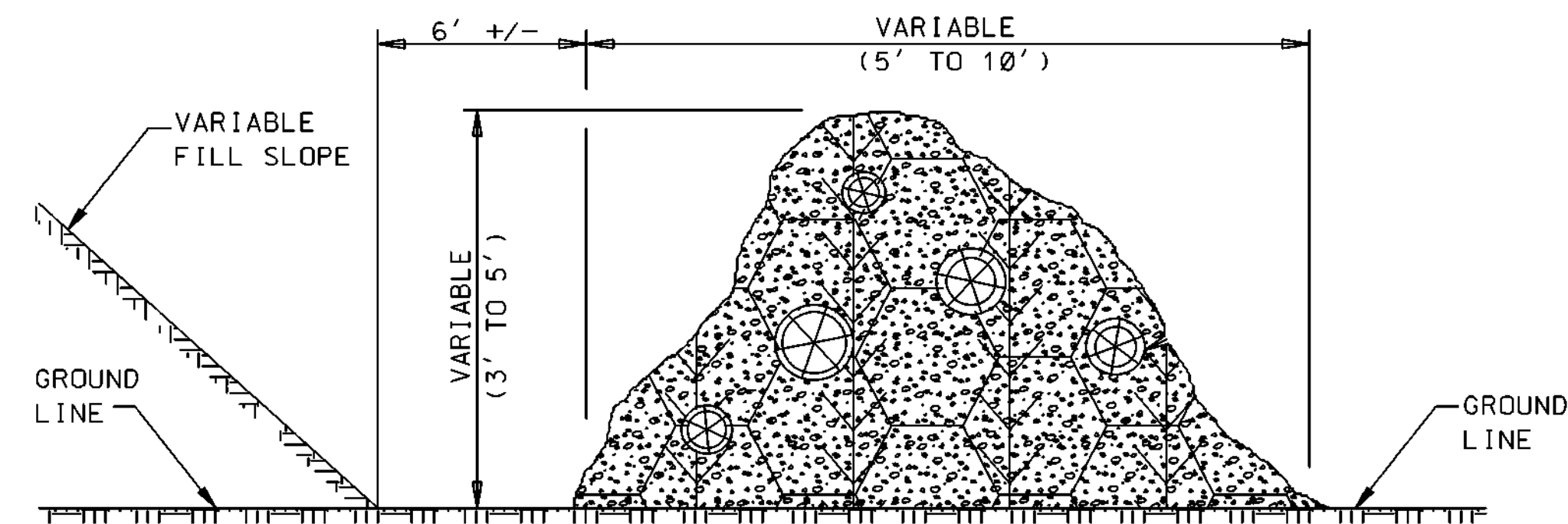
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SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



SIDE ELEVATION

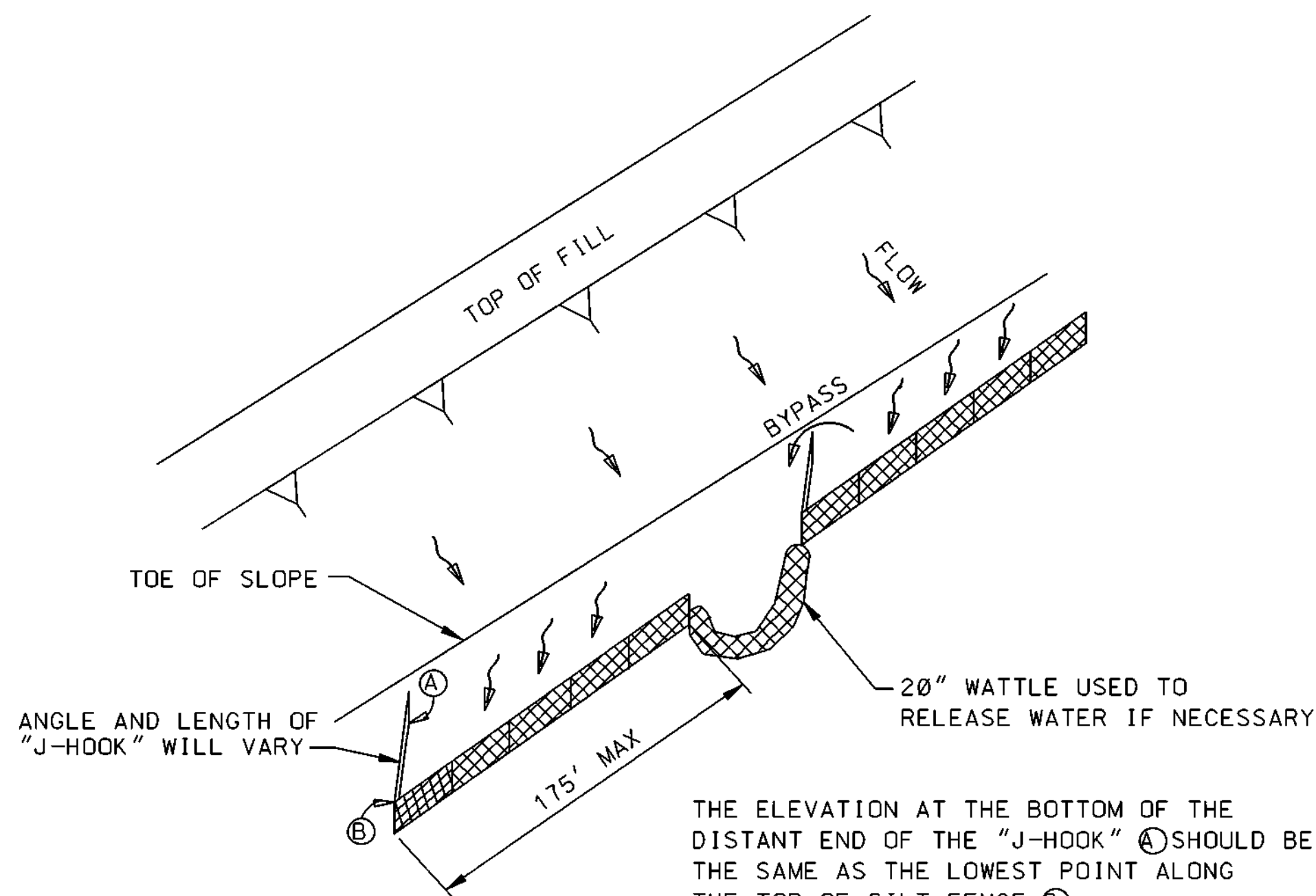
TEMPORARY BRUSH BARRIER

NOTES:

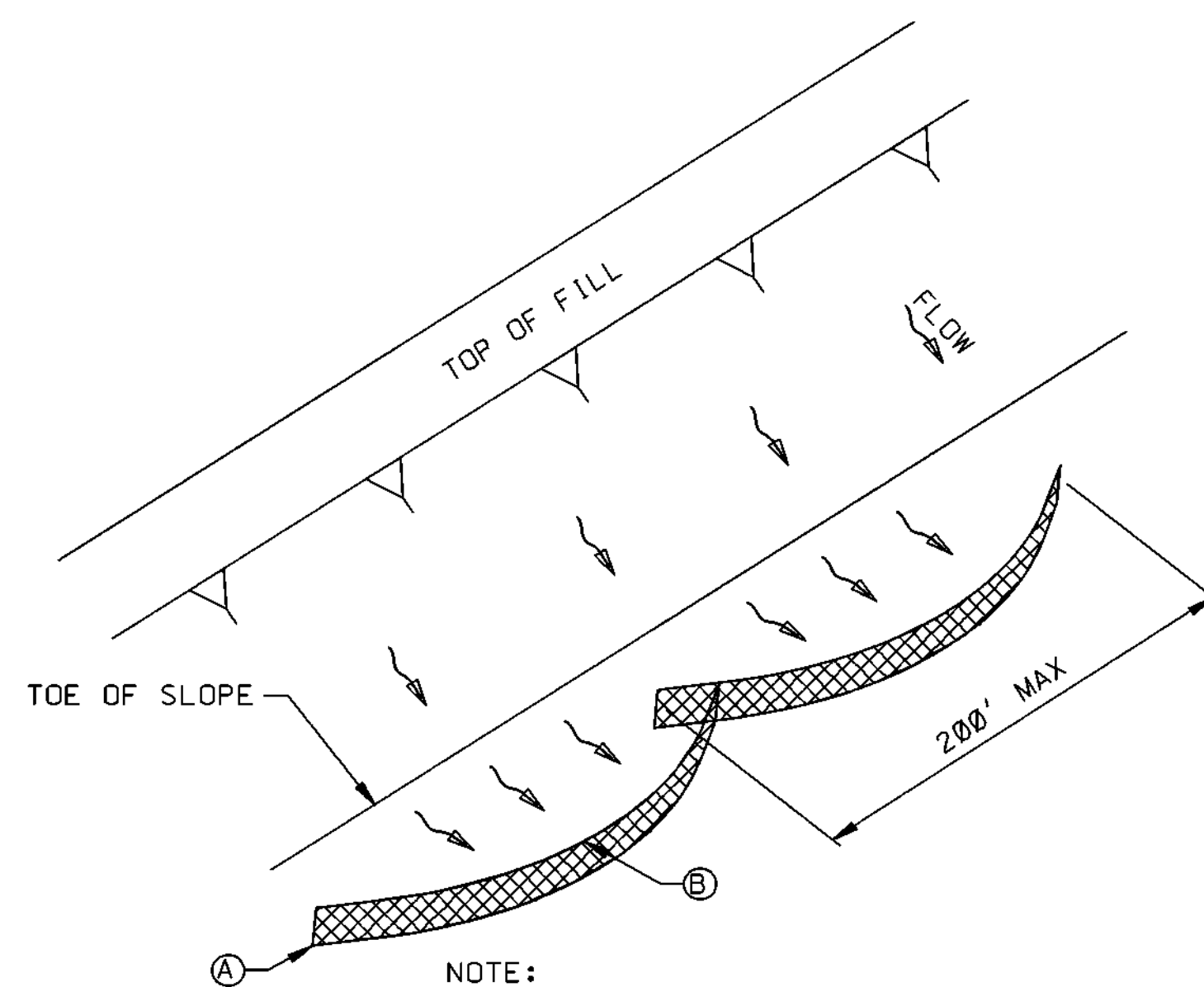
1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TOP TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC.
5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPERATE PAYMENT

NOTE:

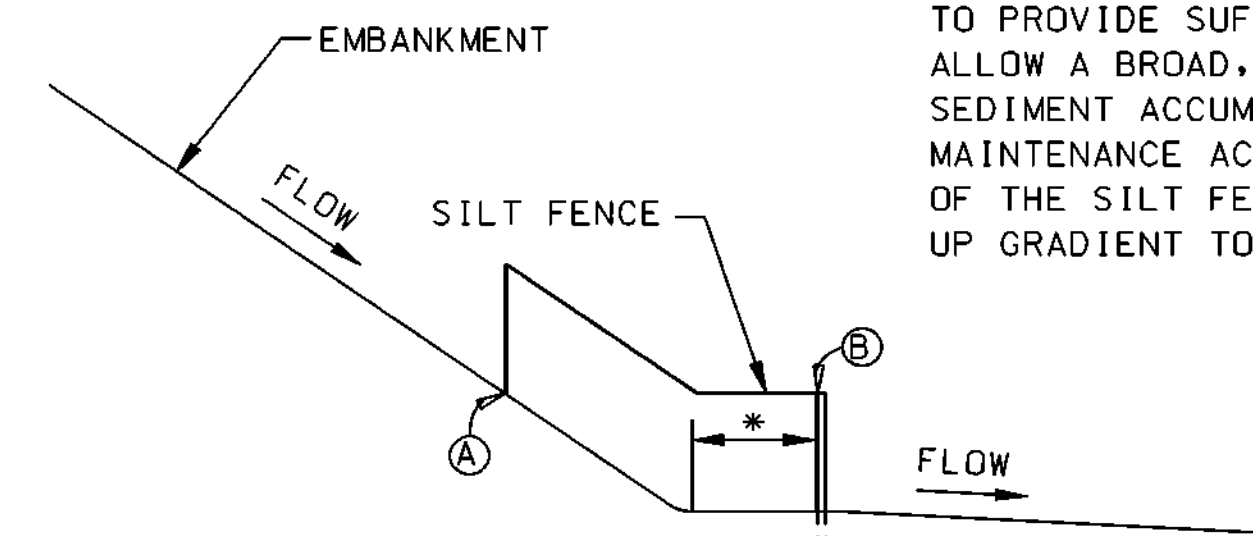
1. ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON ECD-3



"J-HOOK" SILT FENCE APPLICATION



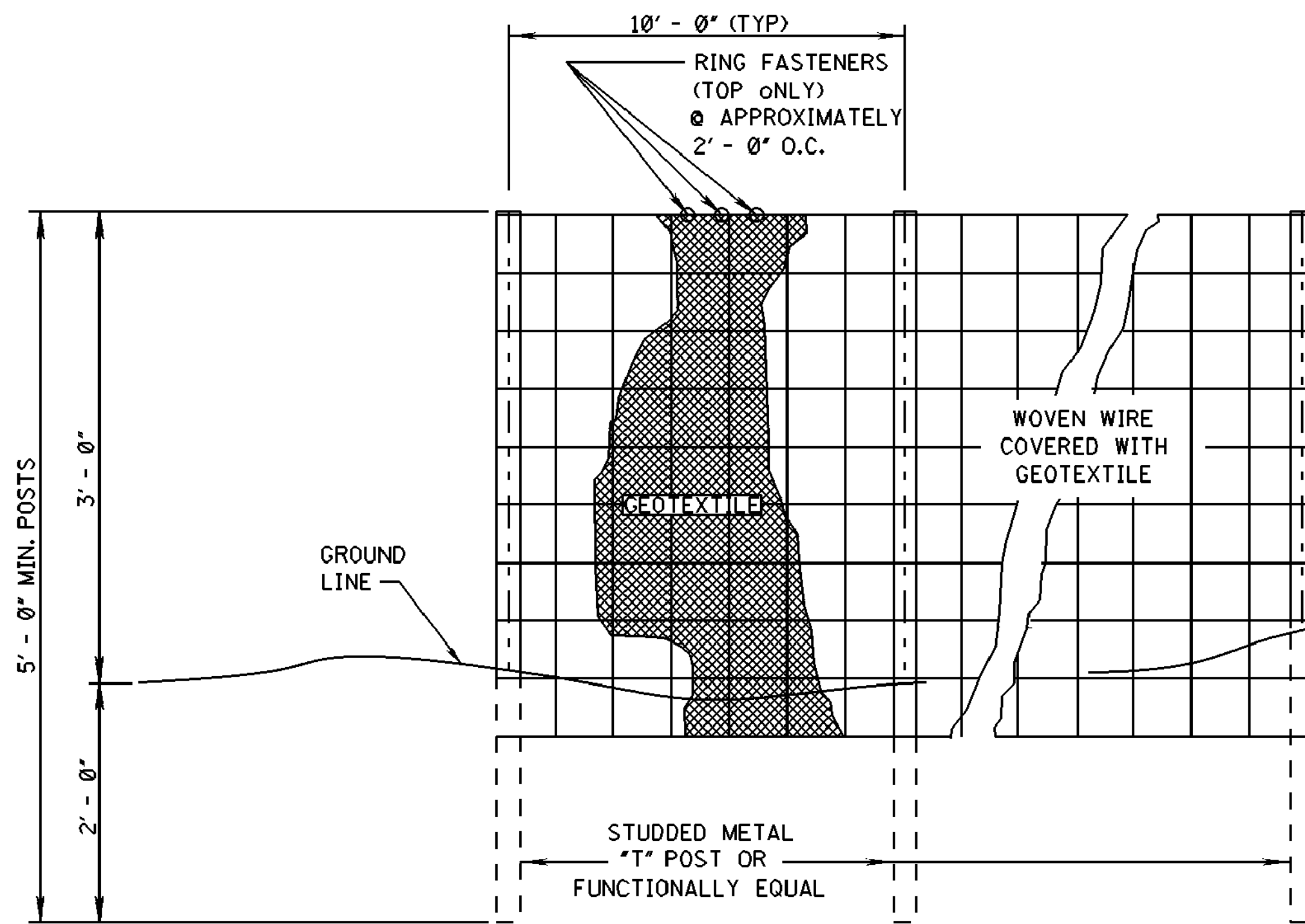
"SMILE-CONFIGURATION" SILT FENCE APPLICATION



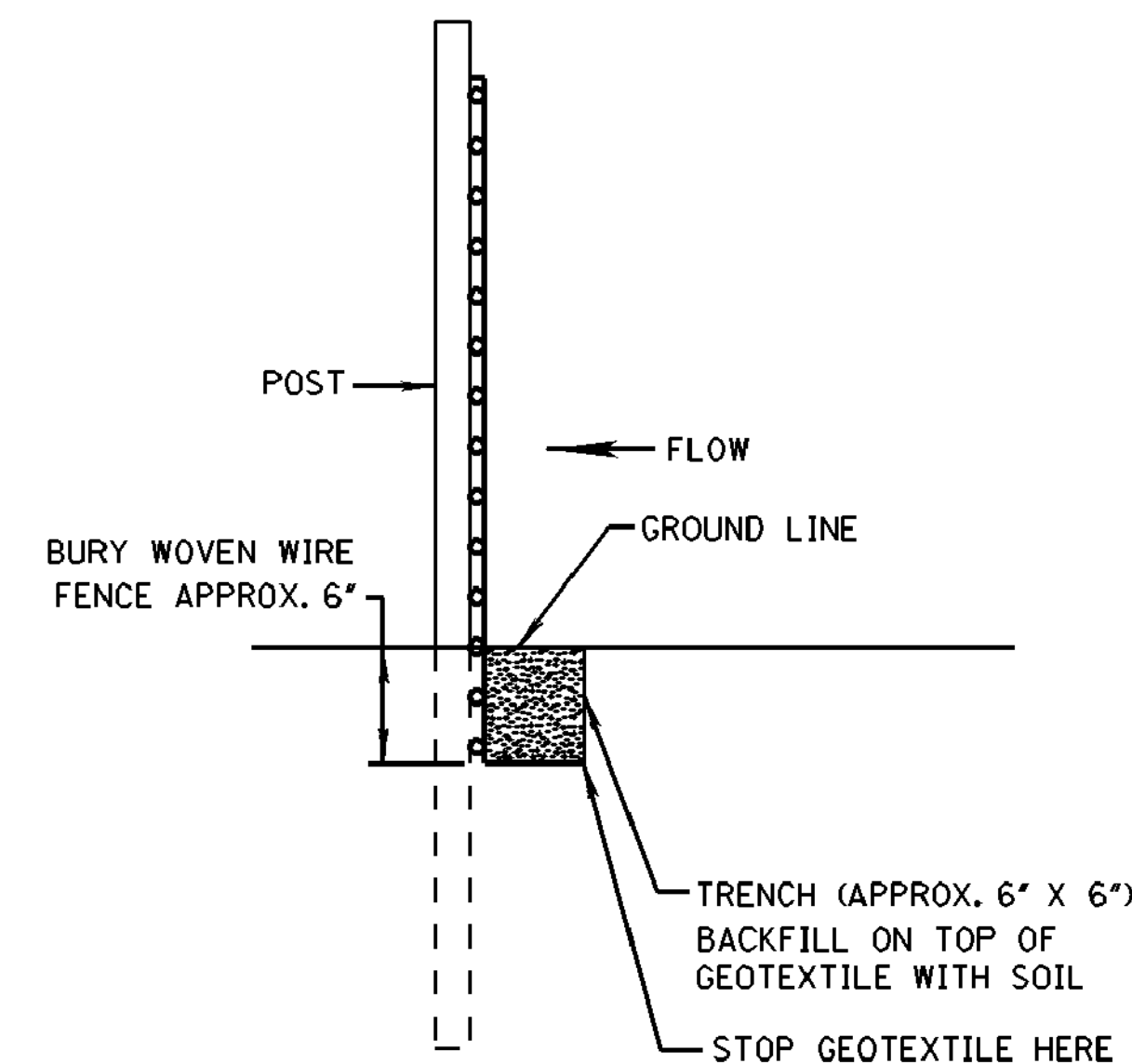
SILT FENCE SECTION AT TOE OF FILL

- * SILT FENCE SHOULD BE LOCATED AWAY FROM THE TOE OF THE SLOPE TO PROVIDE SUFFICIENT SPACE TO ALLOW A BROAD, FLAT AREA FOR SEDIMENT ACCUMULATION AND MAINTENANCE ACTIVITIES. THE ENDS OF THE SILT FENCE SHOULD BE TURNED UP GRADIENT TO MAXIMIZE STORAGE.

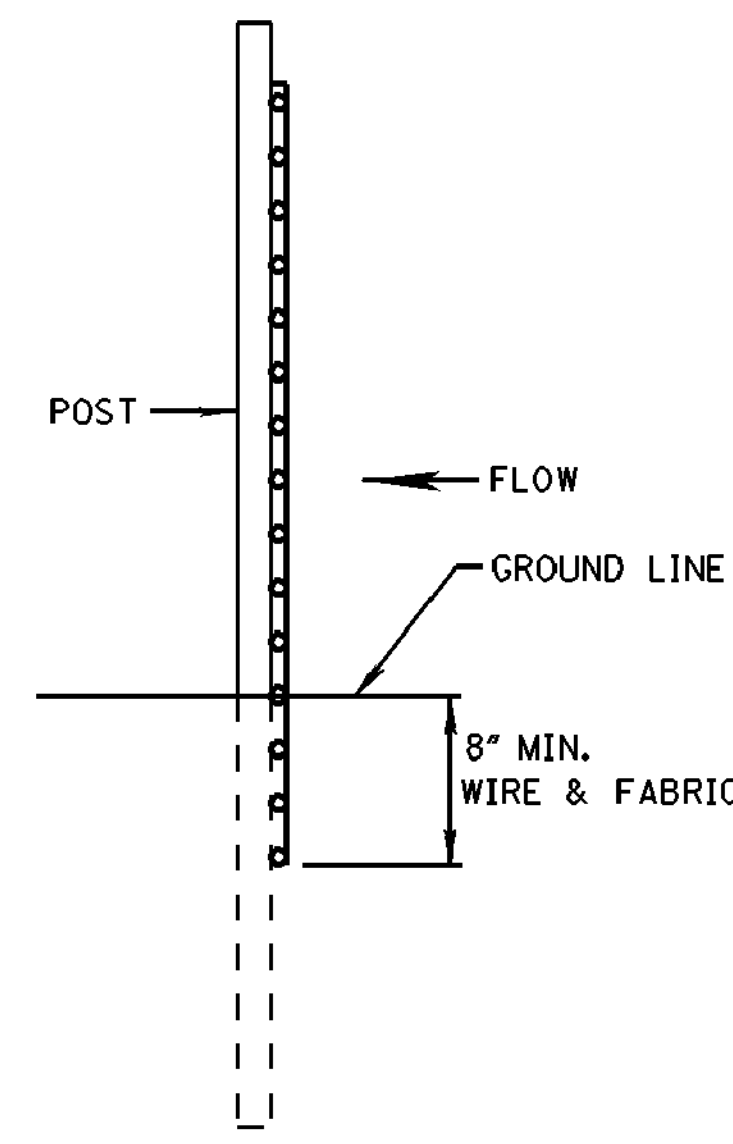
MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
DETAILS OF SEDIMENT BARRIER APPLICATIONS			
DATE	DESIGN TEAM	CHECKED	DATE
REVISION	BY	WORKING NUMBER	SHEET NUMBER
		ECD-2	31



ELEVATION VIEW



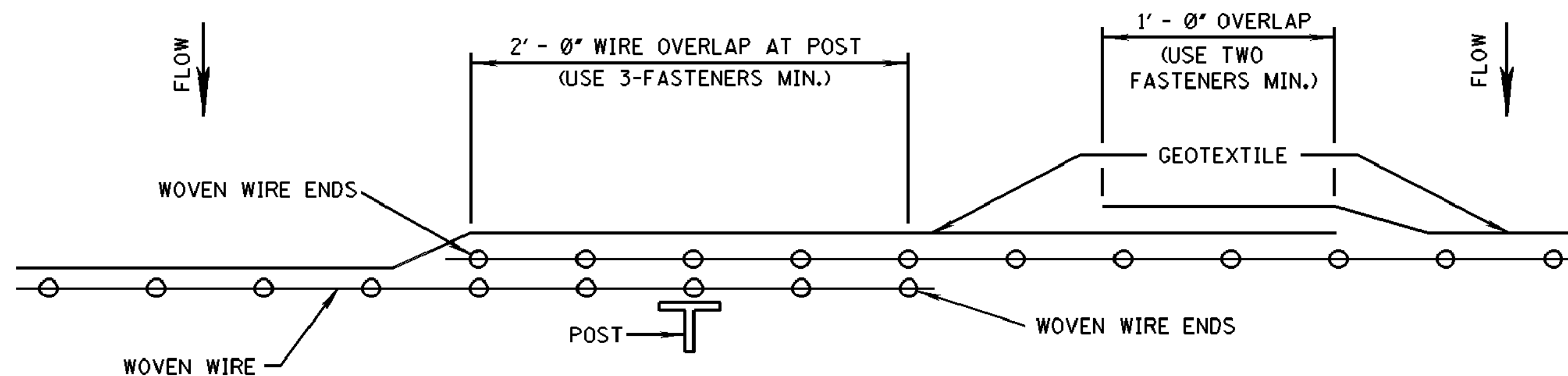
METHOD I



METHOD II
MECHANICAL INSTALLATION

SIDE VIEW

- NOTES:
- SILT FENCES SHALL BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
 - SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
 - SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR A BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
 - WHEREVER POSSIBLE SILT FENCE SHALL BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
 - 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 THE DETAIL.
 - WIRE SHALL BE 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.



PLAN VIEW
REQUIRED LAPPING

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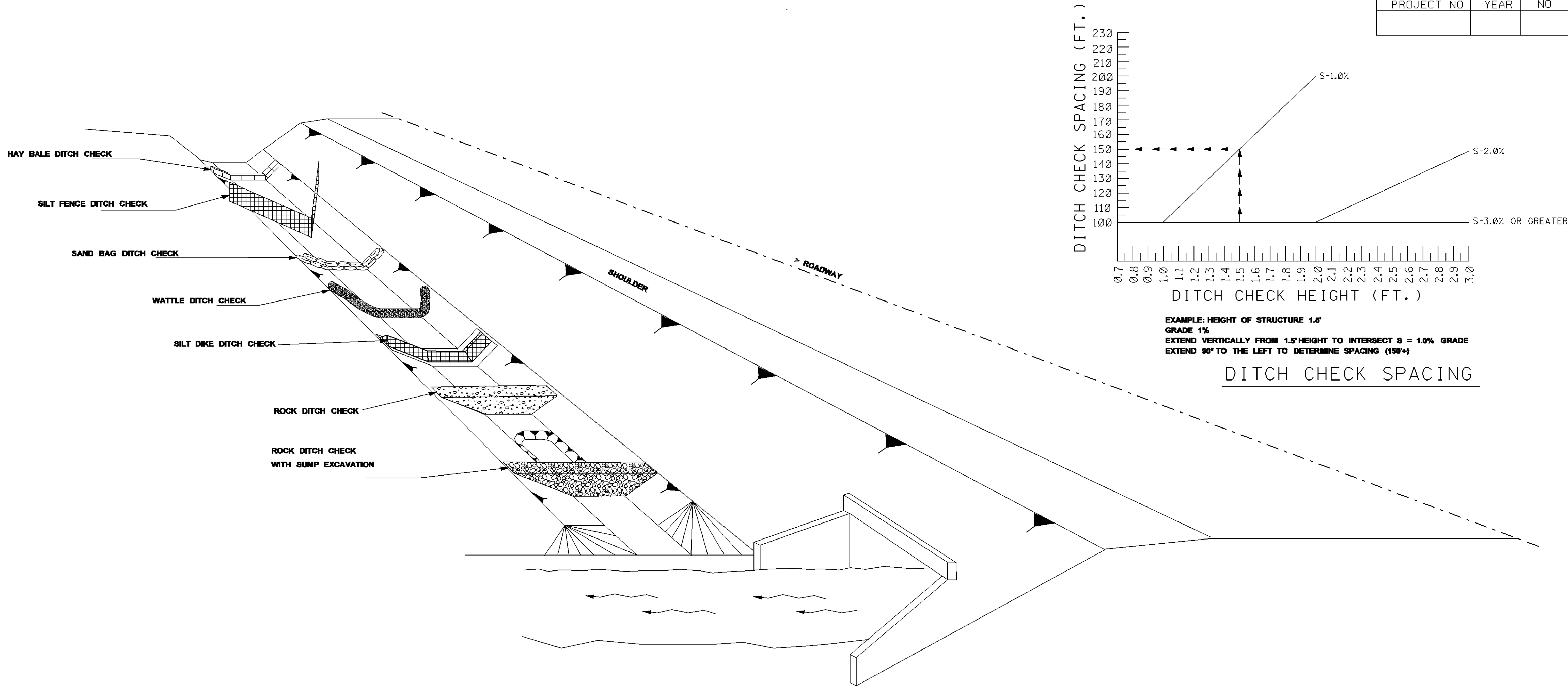
G:\980101\CD\StLouisberg_City_0\1273-W007 - Comprehensive Water Improvements Phase II\Palmer Crossing and Irene Chapel\1273-W007\CAD Files\1273-W007_Web\1273-W007.dwg, 31, 1/16/2015 11:28:08 AM

PLAN
ROADWAY DESIGN DIVISION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

1/20/2010 8:10 AM ECD-4.DGN

STATE	PROJECT NO.
MISS.	

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO

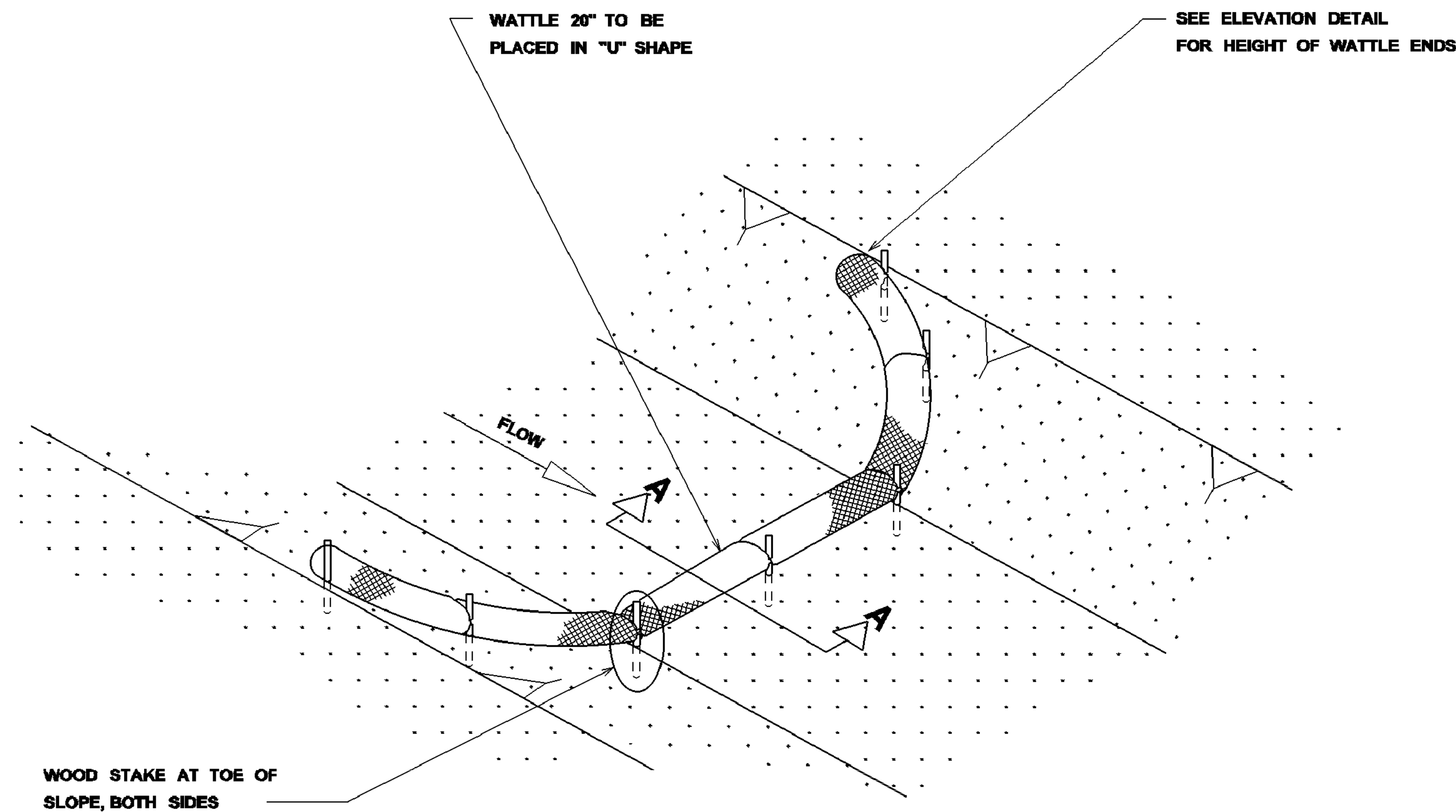


NOTES:

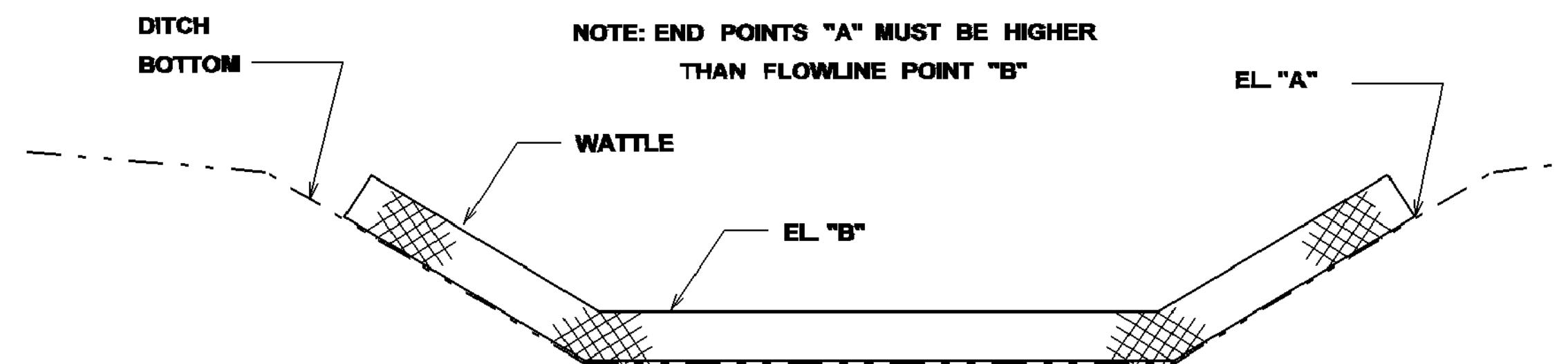
1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE ECONOMY AND SAFETY.
3. DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT BEGINNING WHEN SEDIMENT ACCUMULATION REACHES 1/3 THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN 1/2 THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
4. HAY BALES ARE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
5. SILTS FENCE DITCH CHECKS ARE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILTS FENCE DITCH CHECKS ARE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
6. SAND BAG DITCH CHECKS ARE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCKY BOTTOMS.
7. WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
8. SILTS DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED. AS CONSTRUCTION PROGRESSES.
9. ROCK DITCH CHECK WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHALL NOT EXCEED 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10. IN GENERAL, DITCH CHECKS SHOULD NOT BE PLACED IN LIVE STREAMS.
11. CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

		MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
		DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS	
		BY	
		REVISION	
DATE	FILENAME: <u>EROSION CONTROL/ECD-4.DGN</u>	WORKING NUMBER ECD-4	
DESIGN TEAM	CHECKED	DATE	SHEET NUMBER 33

DRAWING No.: 1273-W007



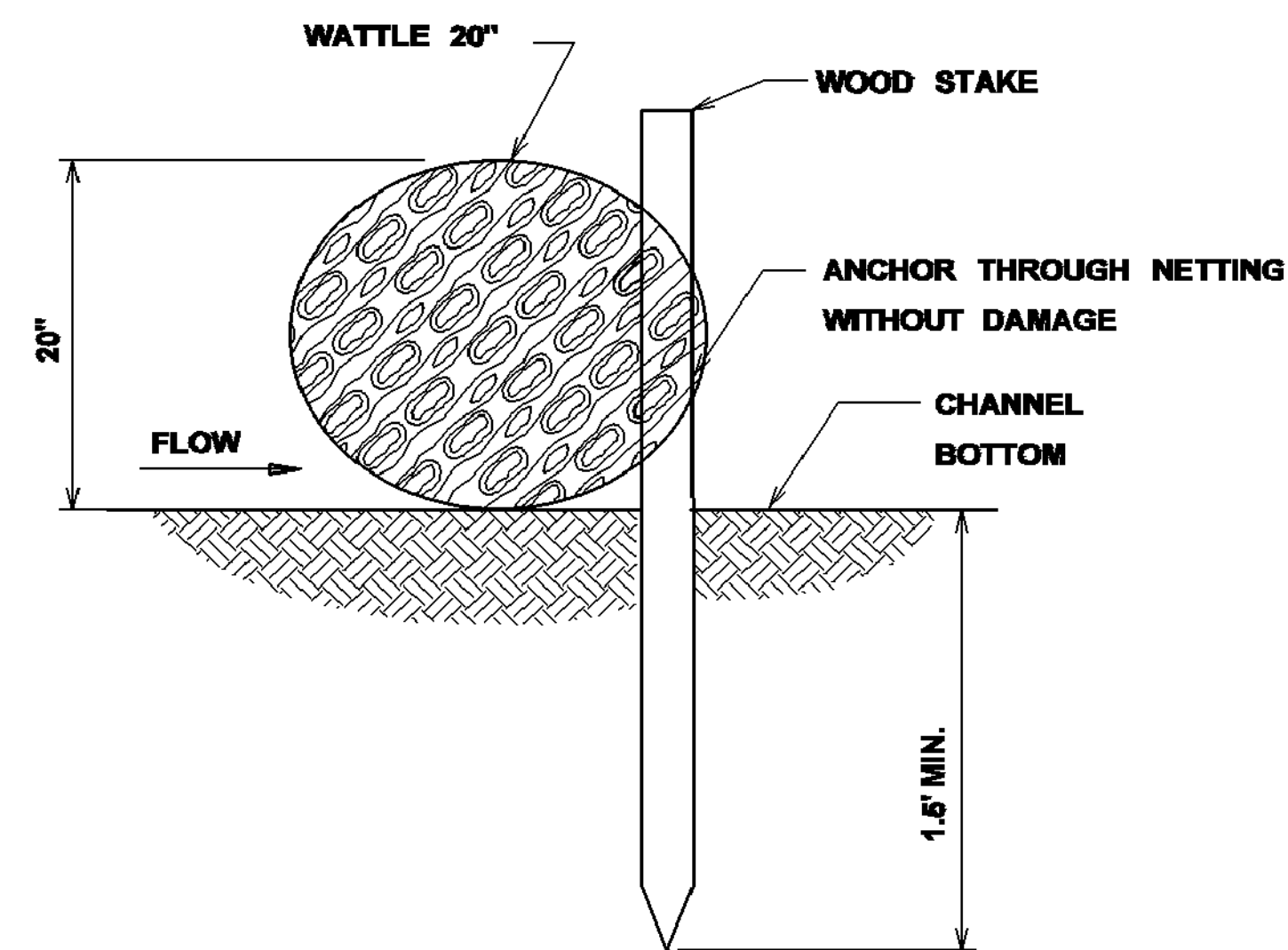
DETAIL (DITCH CHECK)



ELEVATION DETAIL

WATTLE DITCH CHECK SELECTION GUIDELINES

WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.

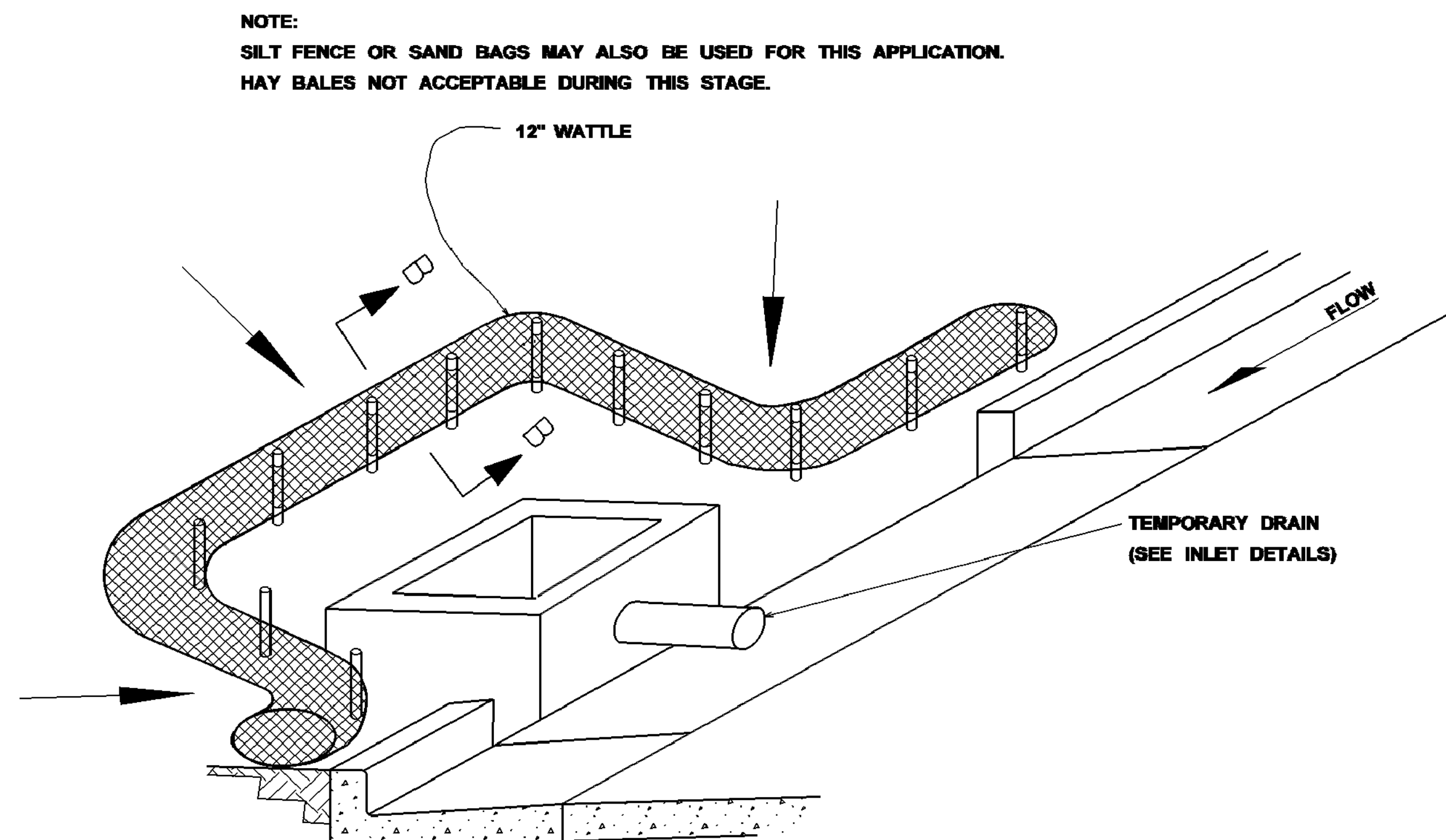


SECTION A-A

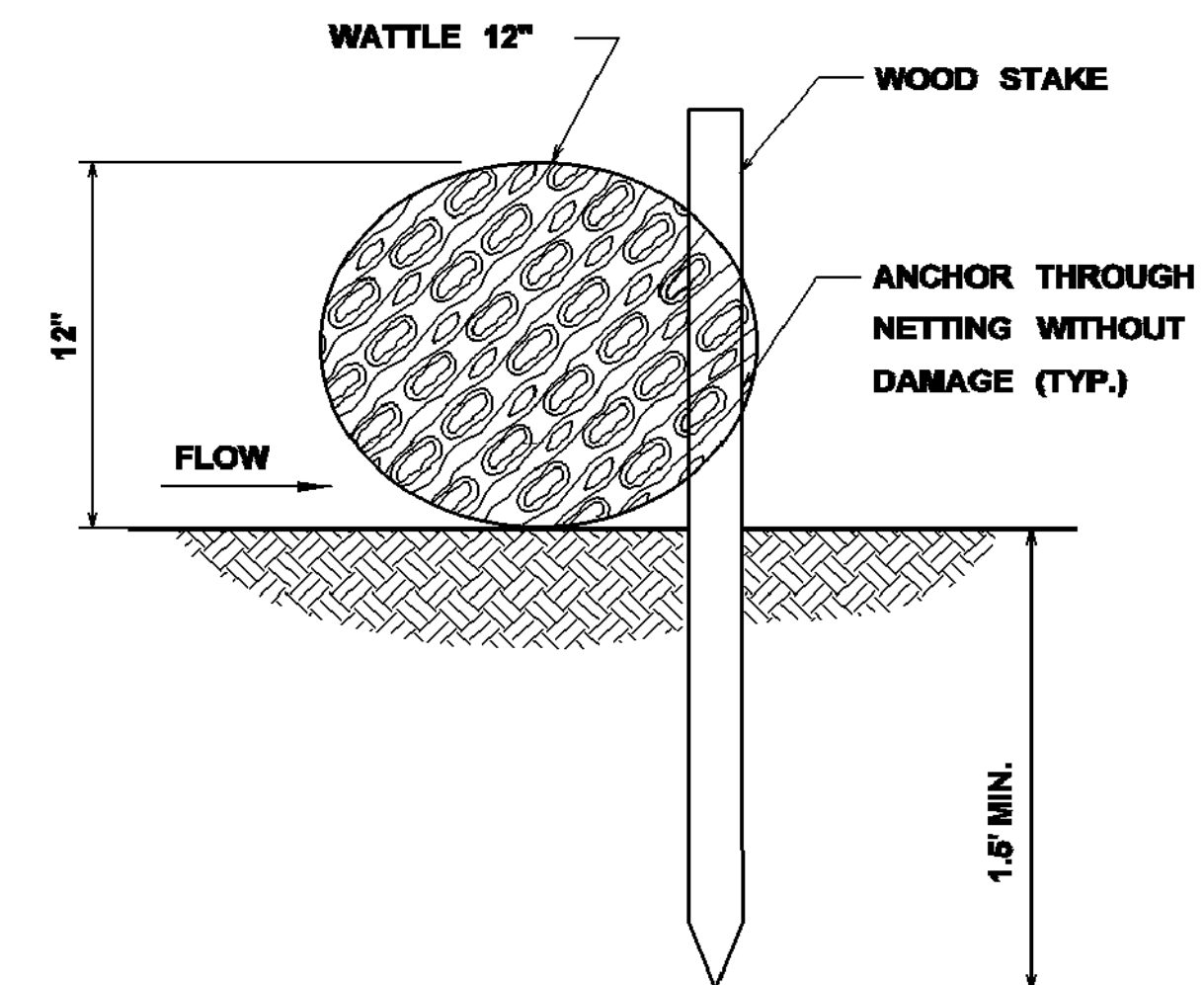
NOTES:

1. MINIMUM RECOMMENDED PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK IS 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON ECD-4
2. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
4. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.

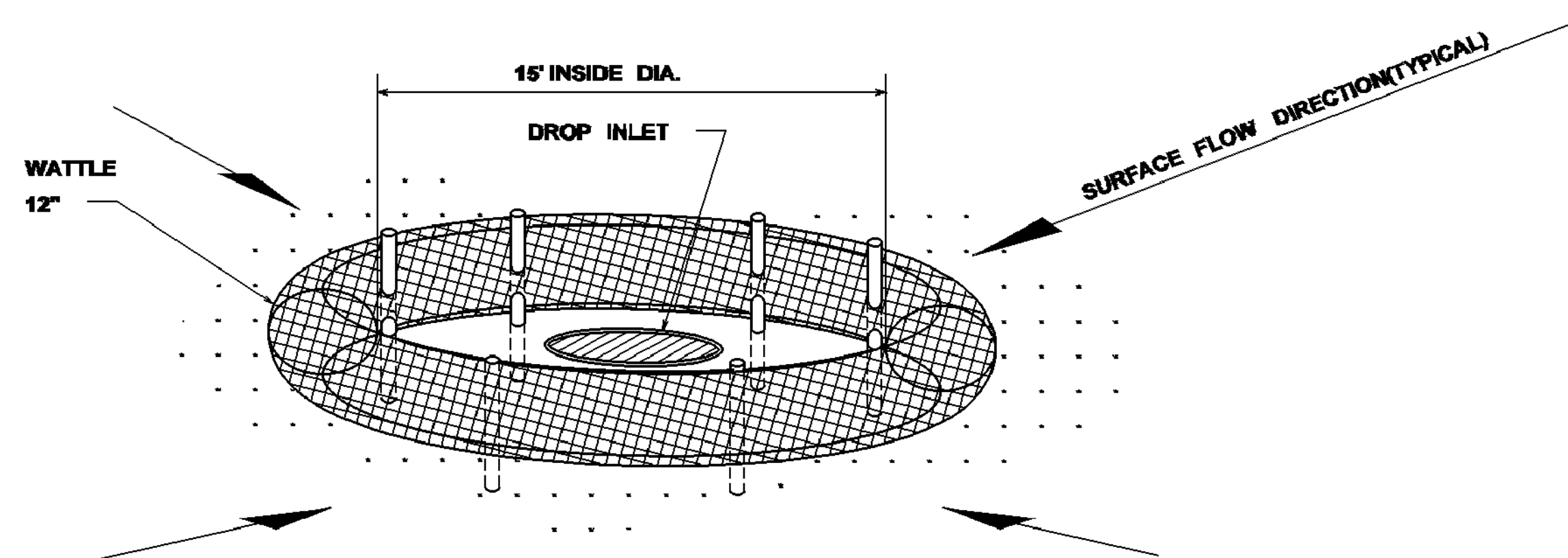
MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
DETAILS OF EROSION CONTROL			
WATTLE DITCH CHECK			
DATE	DESIGN TEAM	CHECKED	DATE
FILENAME: EROSION CONTROL/ECD-6.DGN			
WORKING NUMBER			
ECD-6			
SHEET NUMBER			
34			



CURB INLET PROTECTION (STAGE 2)
SINGLE OR DOUBLE WING INLET



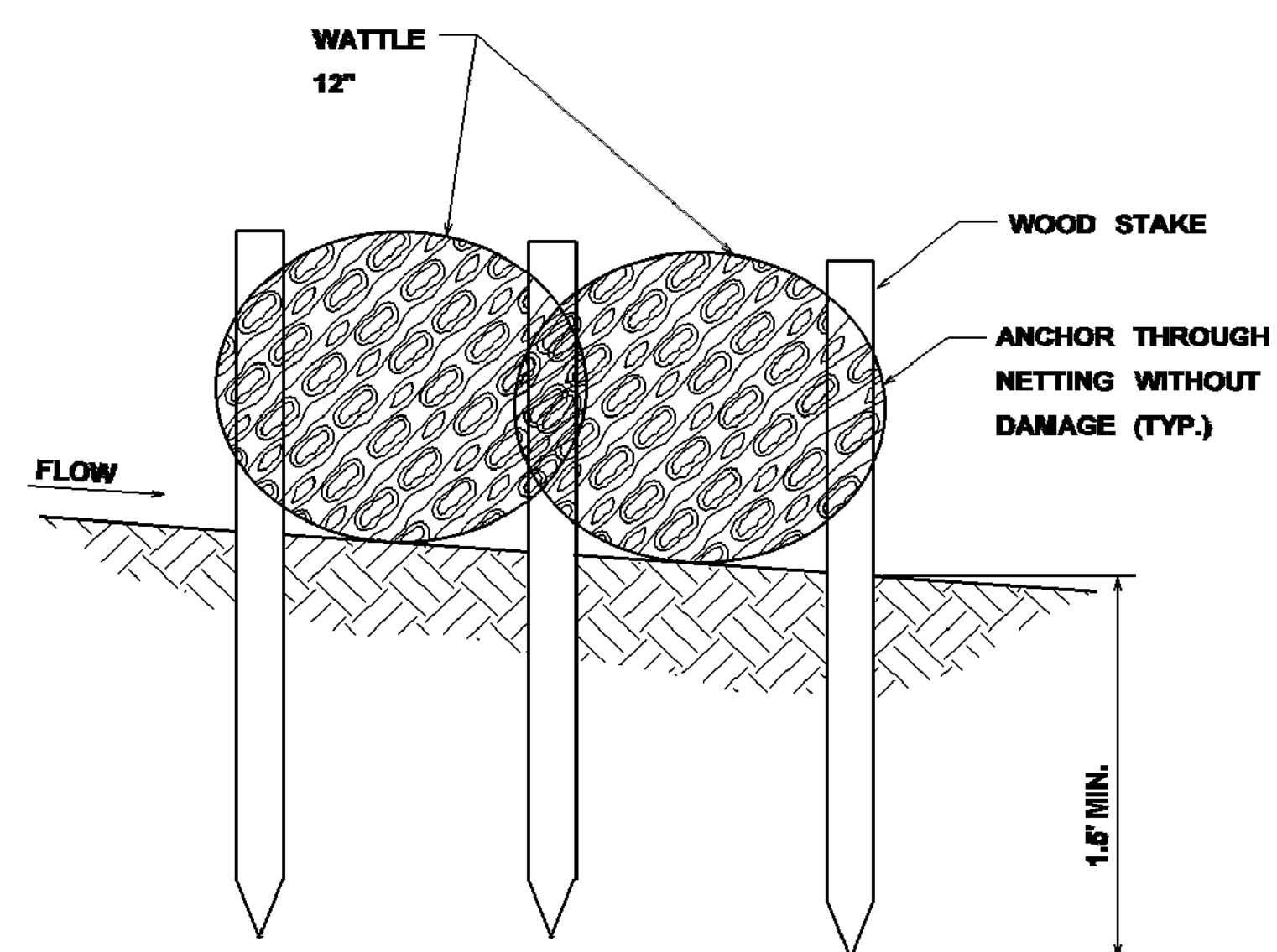
SECTION B-B



DROP INLET PROTECTION

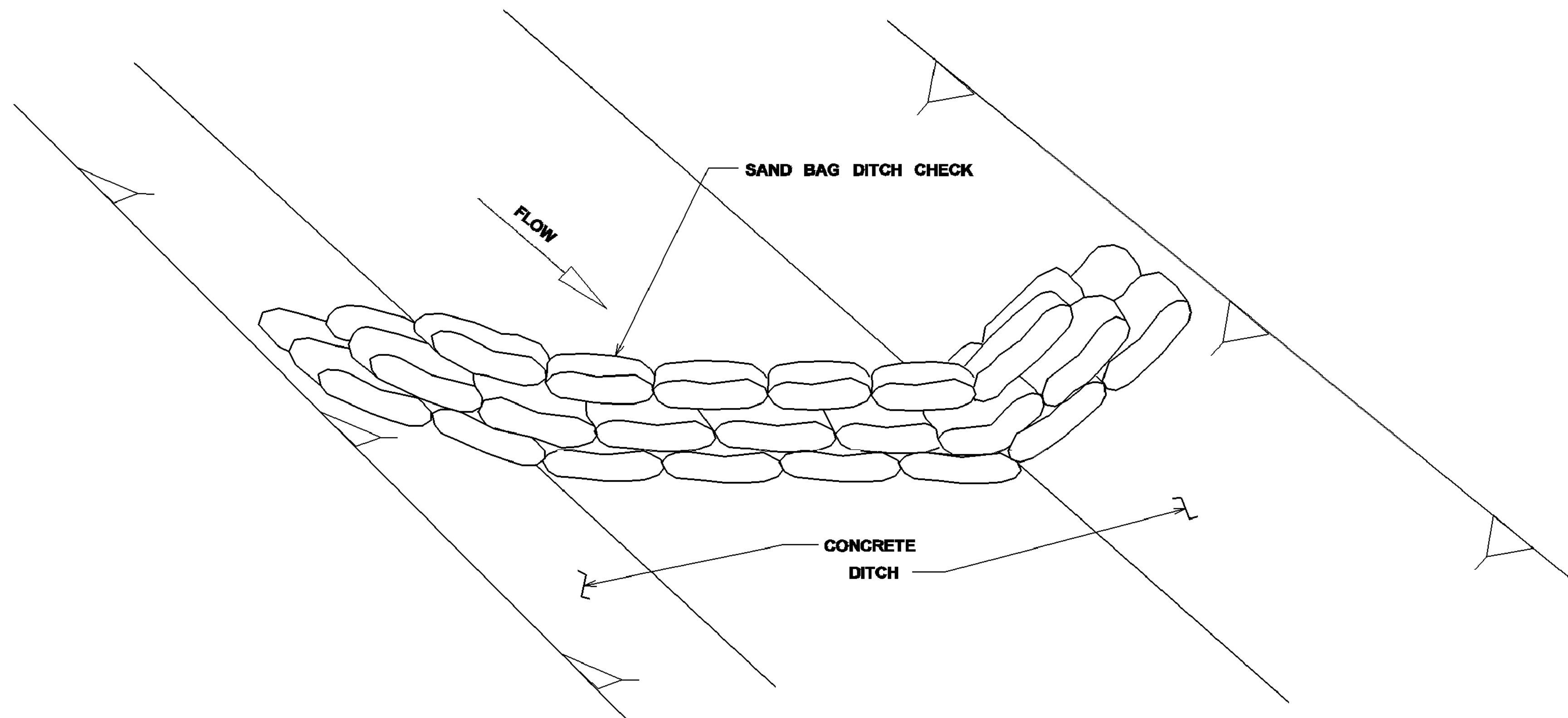
NOTES:

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 MANUFACTURERS RECOMMENDATIONS (1" MIN., 3" MAX.).
3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.



SECTION A-A

MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
INLET PROTECTION DETAILS OF WATTLES			
DATE	REVISION	BY	WORKING NUMBER
FILENAME: EROSION CONTROL/ECD-12.DGN			ECD-12
DESIGN TEAM	CHECKED	DATE	SHEET NUMBER
			35



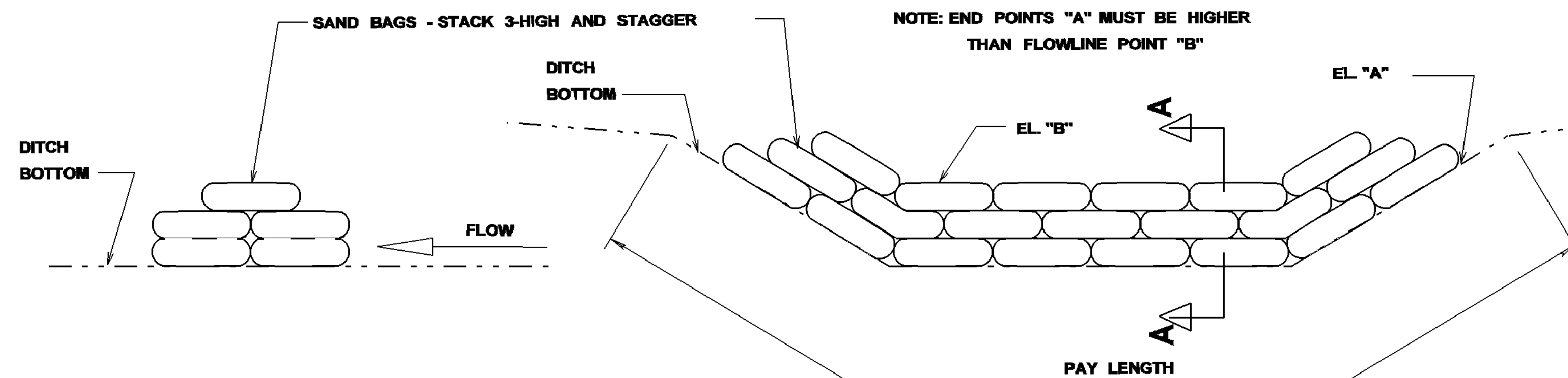
DETAIL (DITCH CHECK)

NOTES:

1. MINIMUM RECOMMENDED PLACEMENT INTERVAL BETWEEN SAND BAG DITCH CHECK IS 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON ECD-4.
2. PREVENTING SEDIMENT FROM ENTERING A PAVED DITCH IS PREFERABLE TO CAPTURING SEDIMENT WITHIN PAVED DITCH.

SAND BAG DITCH CHECK SELECTION GUIDELINES

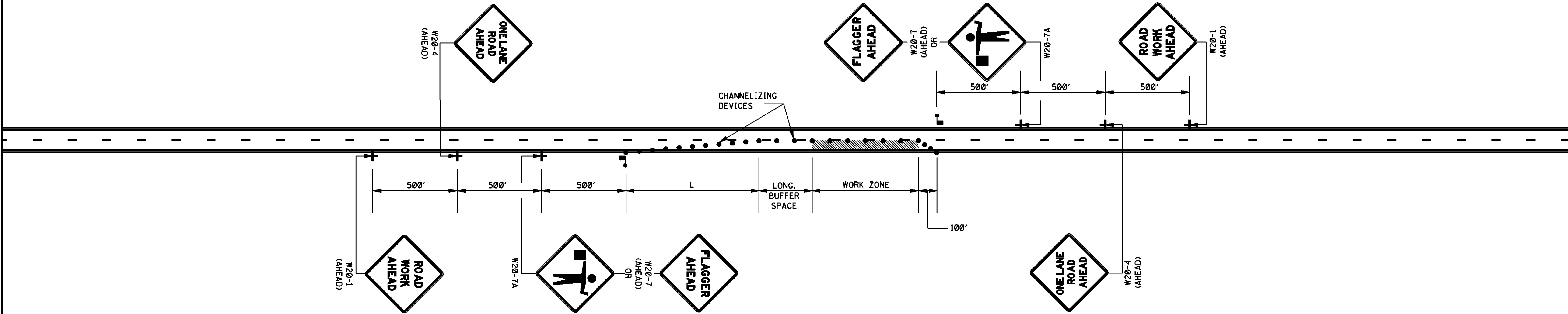
SAND BAG DITCH CHECKS ARE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCKY BOTTOMS.



SECTION A-A

ELEVATION DETAIL

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
DETAILS OF EROSION CONTROL	
SANDBAG DITCH CHECK	
DATE	FILENAME: EROSION_CONTROL/ECD-20.DGN
DESIGN TEAM	CHECKED
DATE	DATE
WORKING NUMBER	ECD-20
SHEET NUMBER	36



GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE:

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft†)		MINIMUM LONGITUDINAL BUFFER SPACE (ft†)	TAPER † RATES
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
≤40	40	80	170	27:1
45	45	90	220	45:1
50	50	100	280	50:1
55	55	110	335	55:1
60	60	120	415	60:1
65	65	130	485	65:1
70	70	140	575	70:1

† NOTE: TAPER RATES ARE DETERMINED USING THE FOLLOWING EQUATIONS:
L = WS FOR SPEEDS OF 45 mph OR GREATER
L = WS²/60 FOR SPEEDS OF 40 mph OR LESS
WHERE: L = MINIMUM LENGTH OF TAPER IN FEET
W = WIDTH OF OFFSET (USUALLY LANE WIDTH) IN FEET
S = DESIGN SPEED OR 85TH PERCENTILE SPEED IN MILES PER HOUR

2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 24" IN HEIGHT.
3. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
4. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 48" x 48".
5. WHEN THERE IS NO EXISTING HAZARD OR AT THE END OF THE WORK DAY, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
6. WHERE THE WORK ZONE IS STATIONARY, THE W20-7 (500 FT.) SIGN OR THE W20-7A SIGN TOGETHER WITH THE W20-7 (500 FT.) SUPPLEMENTAL PLATE SHOULD BE USED TO INDICATE THE DISTANCE TO THE FLAGGER.

LEGEND

- FLAGGER
- CHANNELIZING DEVICES

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
				REVISION		
				DATE	ISSUE DATE: OCTOBER 1, 1998	
					WORKING NUMBER TCP-1 SHEET NUMBER 6250	

TRAFFIC CONTROL PLAN
WITH FLAGGER
(ONE-LANE CLOSURE OF
TWO-WAY TRAFFIC)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
MISSISSIPPI

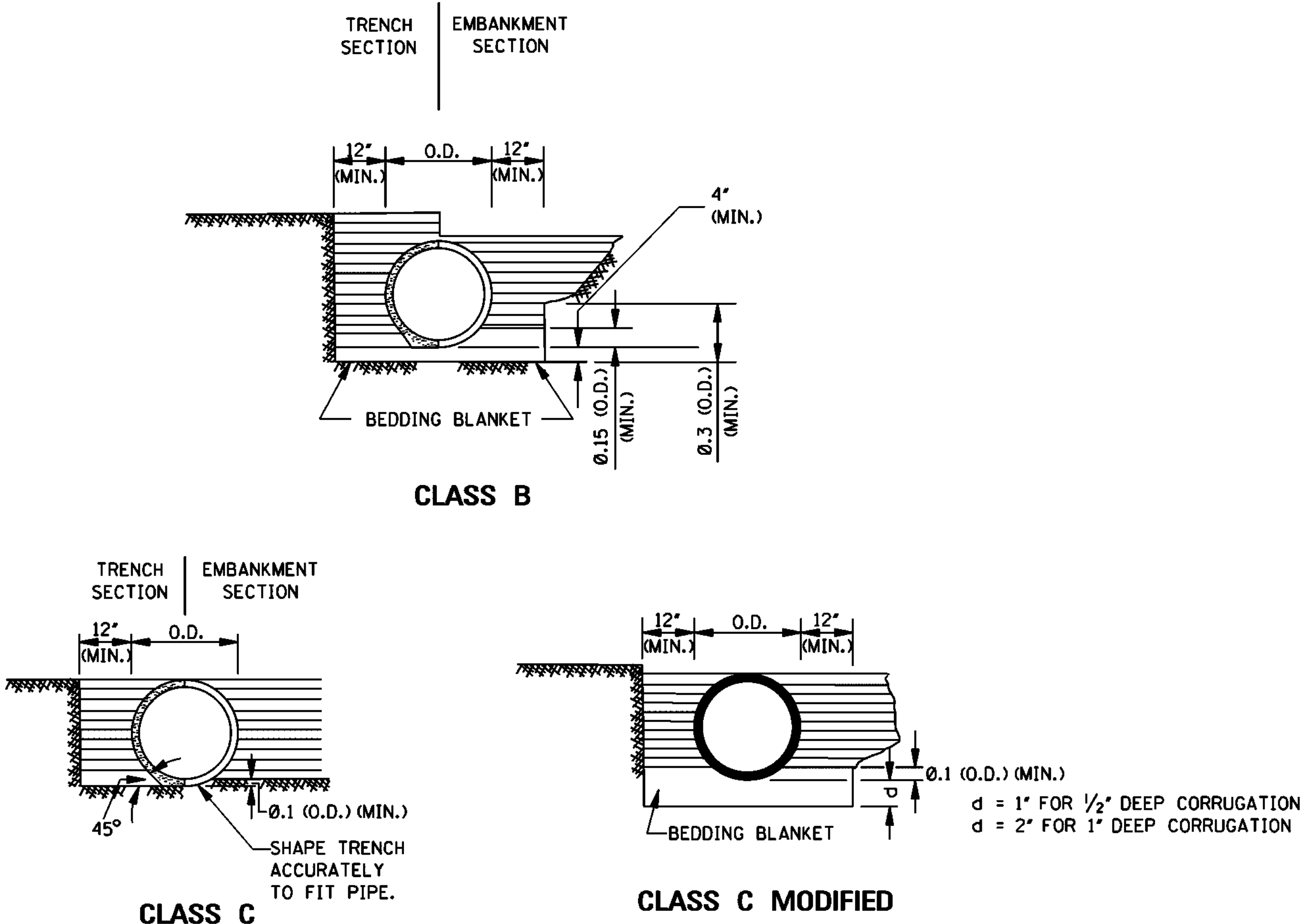
CORRUGATED STEEL AND ALUMINUM PIPE (ROUND) H-20 LOADING						
PIPE DIAMETER (in)	MINIMUM COVER FROM TOP OF PIPE TO TOP OF SUBGRADE (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft)				
		SHEET THICKNESS (in)				
		0.064 STEEL 0.060 ALUM. 16 GAGE	0.079 STEEL 0.075 ALUM. 14 GAGE	0.109 STEEL 0.105 ALUM. 12 GAGE	0.138 STEEL 0.135 ALUM. 10 GAGE	0.168 STEEL 0.164 ALUM. 8 GAGE
		2 3/4" X 1/2" CORRUGATED STEEL / RIVETED, WELDED OR HELICAL	3" X 1" OR 5" X 1" CORRUGATED STEEL / RIVETED, WELDED, HELICAL OR BOLTED	2 3/4" X 1/2" CORRUGATED ALUMINUM RIVETED OR HELICAL		
12"	12"	84' / - / 45'	91' / - / 45'	- / - / 78'	- / - / 81'	- / - / 84'
15"	12"	67' / - / -	73' / - / -	- / - / -	- / - / -	- / - / -
18"	12"	56' / - / 30'	61' / - / 30'	- / - / 52'	- / - / 54'	- / - / 56'
24"	12"	42' / - / 22'	46' / - / 22'	59' / - / 39'	- / - / 41'	- / - / 42'
30"	12"	34' / - / 18'	36' / - / 18'	47' / - / 31'	- / - / 32'	- / - / 34'
36"	12"	28' / 48' / 15'	30' / 60' / 15'	39' / 78' / 26'	41' / 89' / 27'	- / 101' / 28'
42"	12"	31' / 41' / -	43' / 51' / 26'	46' / 64' / 43'	48' / 71' / 43'	50' / 79' / 44'
48"	12"	27' / 36' / -	37' / 45' / -	45' / 57' / 40'	46' / 61' / 41'	47' / 66' / 43'
54"	12"	- / 32' / -	33' / 40' / -	43' / 52' / 35'	44' / 55' / 37'	45' / 59' / 38'
60"	12"	- / 29' / -	- / 36' / -	43' / 49' / -	43' / 51' / 33'	44' / 54' / 34'
66"	12"	- / 26' / -	- / 33' / -	42' / 47' / -	43' / 49' / 30'	43' / 51' / 31'
72"	12"	- / 24' / -	- / 30' / -	- / 44' / -	41' / 47' / -	43' / 49' / 29'
78"	12"	- / 22' / -	- / 28' / -	- / 41' / -	- / 46' / -	39' / 47' / -
84"	12"	- / 21' / -	- / 26' / -	- / 38' / -	- / 45' / -	35' / 46' / -
90"	12"	- / 19' / -	- / 24' / -	- / 35' / -	- / 43' / -	- / 45' / -
96"	12"	- / 18' / -	- / 22' / -	- / 33' / -	- / 40' / -	- / 44' / -
102"	24"	- / 17' / -	- / 21' / -	- / 31' / -	- / 38' / -	- / 42' / -
108"	24"	- / - / -	- / 20' / -	- / 30' / -	- / 35' / -	- / 39' / -
114"	24"	- / - / -	- / 19' / -	- / 28' / -	- / 34' / -	- / 37' / -
120"	24"	- / - / -	- / - / -	- / 27' / -	- / 32' / -	- / 35' / -

NOTE: THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OR 1/2", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS (AASHTO M 36/M 36 & AASHTO M 196/M 196).

CORRUGATED METAL PIPE ARCHES H-20 LOADING									
EQUIV. DIAMETER (in)	PIPE DIMENSION (SPAN X RISE) (in)	MINIMUM CORNER RADIUS (in)	MINIMUM COVER FROM TOP OF PIPE TO TOP OF SUBGRADE FOR 2 tons/ft ² (in)	STEEL			ALUMINUM		
				MINIMUM THICKNESS REQUIRED (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/ft ²)		MINIMUM THICKNESS REQUIRED (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/ft ²)	
					2 tons/ft ²	3 tons/ft ²		2 tons/ft ²	3 tons/ft ²
				2 ² / ₃ x 1/2" CORRUGATION RIVETED, WELDED OR HELICAL			2 ² / ₃ x 1/2" CORRUGATION RIVETED OR HELICAL		
15"	17" X 13"	3"	18"	0.064"	13'	15'+	0.060"	15'	-
18"	21" X 15"	3"	18"	0.064"	12'	15'+	0.060"	14'	-
24"	28" X 20"	3"	18"	0.064"	10'	15'	0.060"	10'	15'+
30"	35" X 24"	3"	18"	0.079"	9'	14'	0.060"	9'	14'
36"	42" X 29"	3 ¹ / ₂ "	18"	0.079"	9'	13'	0.075"	9'	13'
42"	49" X 33"	4"	18"	0.079"	8'	12'	0.105"	8'	12'
48"	57" X 38"	5"	18"	0.109"	8'	12'	0.135"	8'	12'
54"	64" X 43"	6"	18"	0.109"	8'	12'	0.135"	8'	12'
60"	71" X 47"	7"	18"	0.138"	8'	12'	0.164"	8'	12'
66"	77" X 52"	8"	18"	0.168"	8'	12'			
72"	83" X 57"	9"	18"	0.168"	9'	13'			
			5" X 1" OR 3" X 1" CORRUGATION RIVETED, WELDED OR HELICAL						
36"	40" X 31"	5"	18"	0.079"	12'	15'+			
42"	46" X 36"	6"	18"	0.079"	12'	15'+			
48"	53" X 41"	7"	18"	0.079"	12'	15'+			
54"	60" X 46"	8"	18"	0.079"	12'	15'+			
60"	66" X 51"	9"	18"	0.079"	12'	15'+			
66"	73" X 55"	12"	18"	0.079"	15'+	-			
72"	81" X 59"	14"	18"	0.079"	15'	-			
78"	87" X 63"	14"	18"	0.079"	14'	15'+			
84"	95" X 67"	16"	18"	0.109"	13'	15'+			
90"	103" X 71"	16"	24"	0.109"	12'	15'+			
96"	112" X 75"	18"	24"	0.109"	11'	15'+			

NOTES:
1. THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OR 1/2", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS. (AASHTO M 36/M 36 & AASHTO M 196/M 196).

± 2. BEARING PRESSURES EXCEEDING 2 tons/ft² REQUIRED FOR GIVEN FILL HEIGHT SHALL HAVE FOUNDATION MATERIALS INVESTIGATED TO DETERMINE BEARING CAPACITY.



MAXIMUM HEIGHT OF FILL OVER REINFORCED CONCRETE PIPE			
CLASS OF PIPE	TYPE OF BACKFILL	MAXIMUM COVER (ft)	
		CLASS "C" BEDDING	CLASS "B" BEDDING
III	NORMAL	16'	-
IV	NORMAL	23'	28'
V	NORMAL	30'	36'
IV	IMPERFECT	-	98'
V	IMPERFECT	-	115'

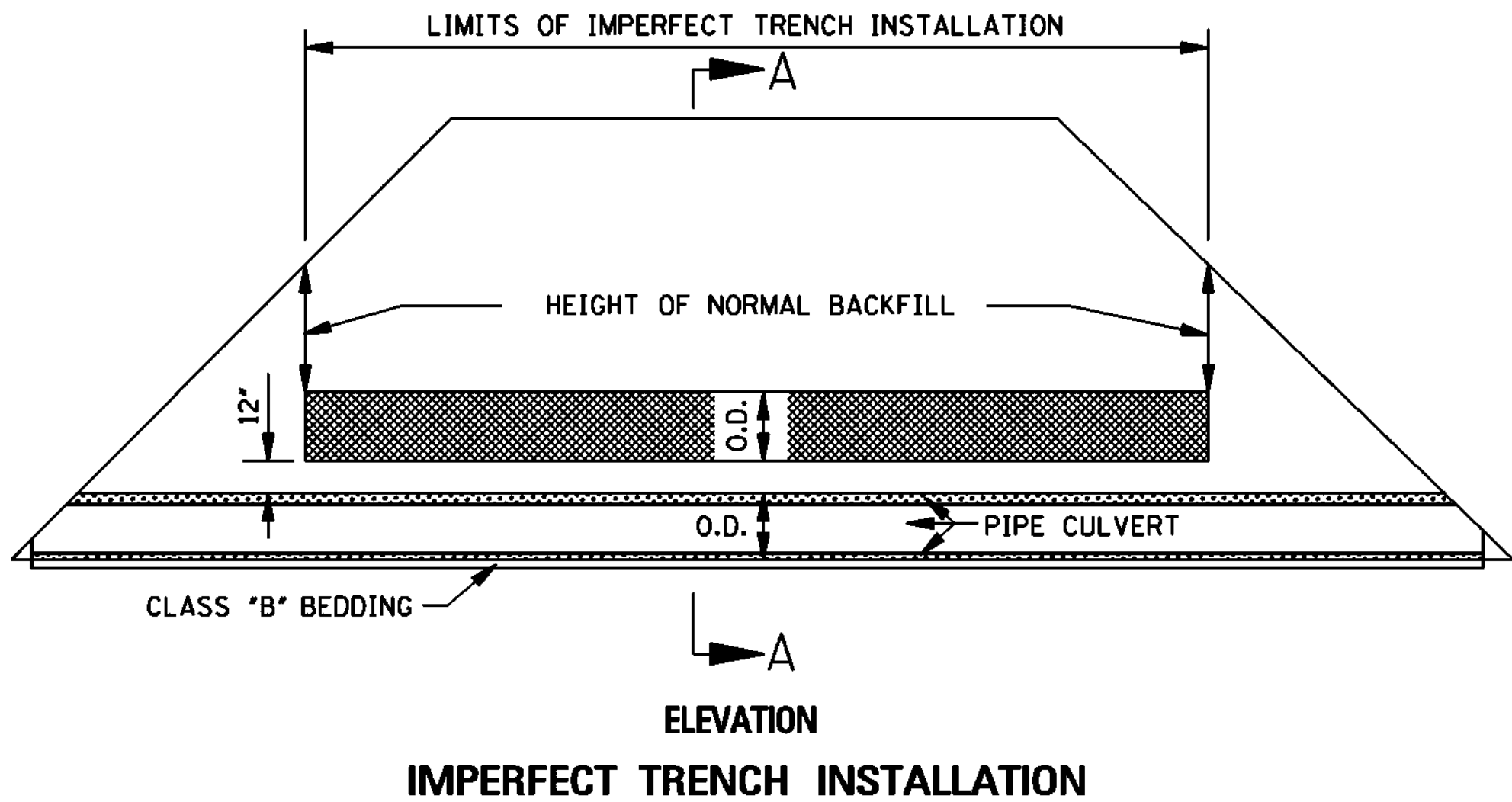
NOTE: CLASS OF PIPE AND BEDDING TO BE CONSISTENT THROUGHOUT THE PIPE LENGTH.

MAXIMUM HEIGHT OF FILL OVER CLASS 2 NONREINFORCED CONCRETE PIPE, PERFORATED AND/OR PLAIN, FOR UNDERDRAINS				
PIPE SIZE (in)	MAXIMUM COVER (ft)			
	BEDDING CLASS "C"/CLASS "B"			
	TRENCH	SAND & GRAVEL	DAMP CLAY	PROJECTING POSITIVE p= 0.7; R _{sd} = 0.7
4"	2.00'	*	*	34'/42'
6"	2.00'	*	*	25'/30'
8"	2.25'	*	16' / *	19'/24'
10"	2.50'	*	12'/20'	16'/19'
12"	2.75'	*	12'/18'	14'/17'

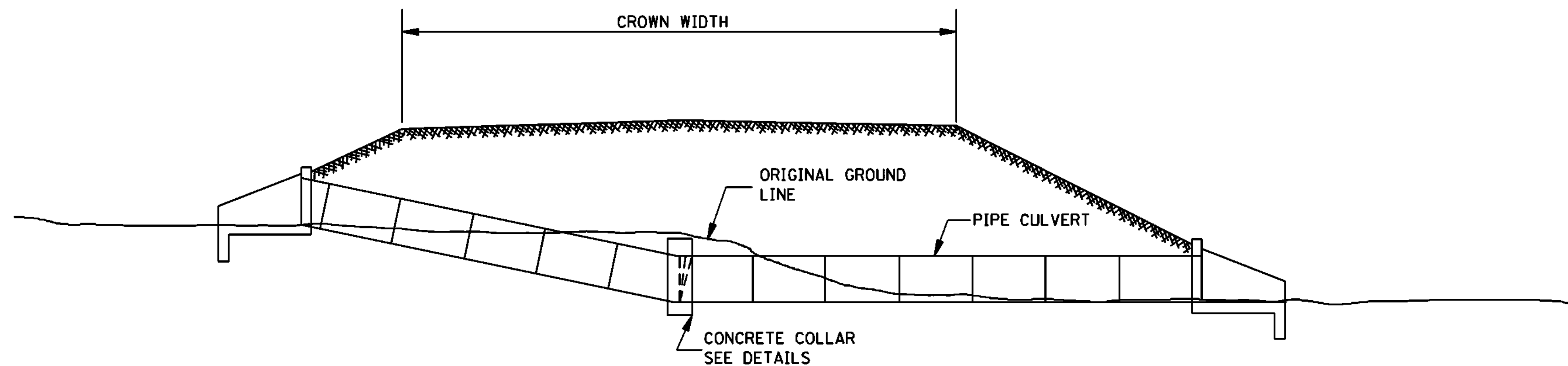
NOTES:
* 1. INDICATES NO LIMIT OF FILL HEIGHT (130 lbs/ft³).
2. TRENCH WIDTH (B_d) NO GREATER THAN 16" PLUS O.D.
3. FACTOR OF SAFETY IS 1.25 ON MINIMUM ULTIMATE STRENGTH.
4. MINIMUM COVER FOR HIGHWAY LOADS IS 18".
5. PERFORATED PIPE SHALL BE TYPE 1.

GENERAL NOTES:

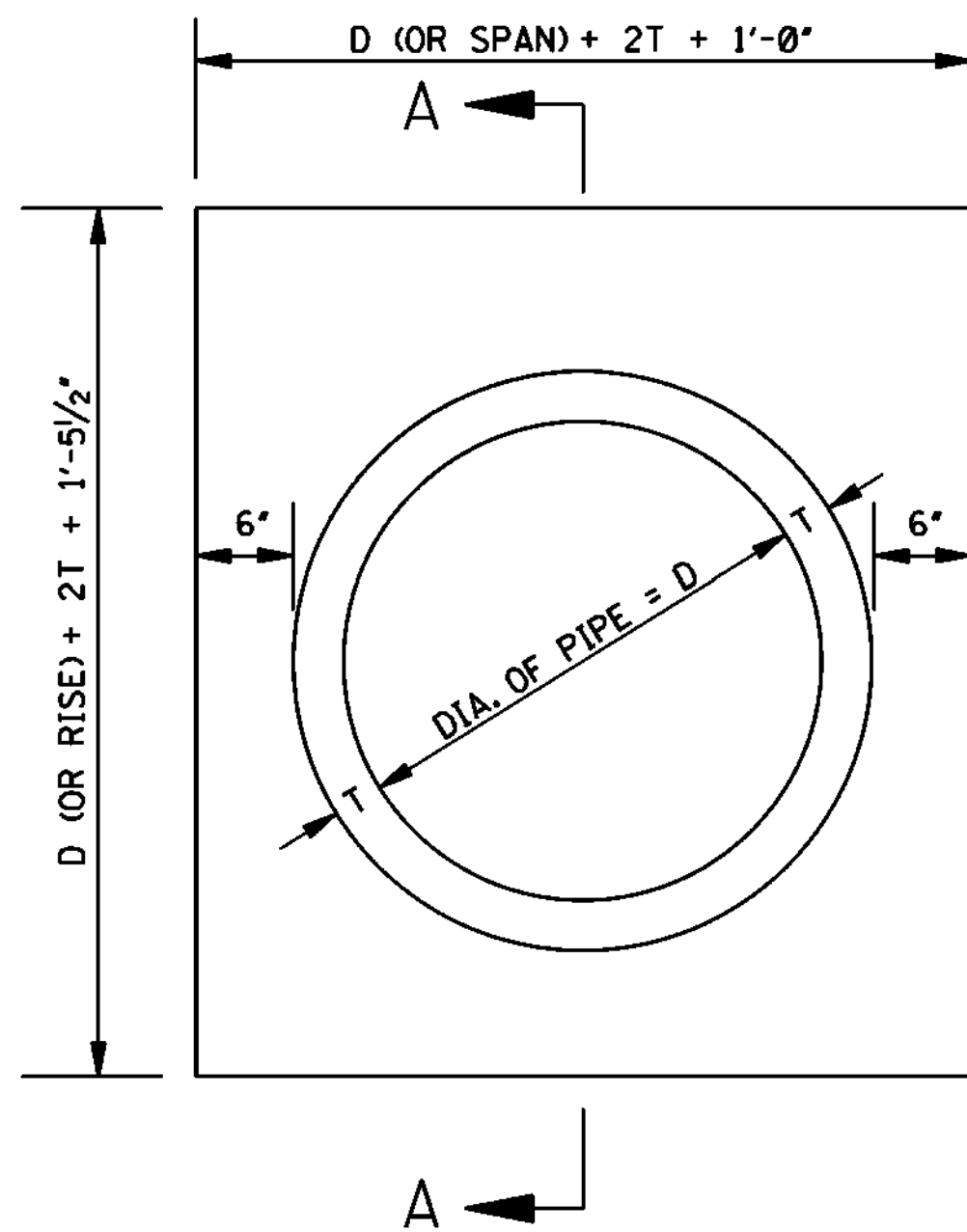
1. MINIMUM SPACING BETWEEN MULTIPLE LINES OF PARALLEL PIPE SHALL BE THE DISTANCE REQUIRED FOR INSTALLING THE ADJACENT FLARED END SECTIONS OR AS SHOWN ON THE HEADWALL DRAWINGS FOR CONDUITS REQUIRING HEADWALLS.
2. UNLESS OTHERWISE INDICATED, THE TOP OF THE PIPE SHALL BE BELOW THE TOP OF THE SUBGRADE, AND A MINIMUM OF 12" OF COVER OVER THE TOP OF THE PIPE SHALL BE MAINTAINED BETWEEN THE SHOULDER LINES.
3. WHERE PRE-BED PIPE IS INSTALLED, FLARED END SECTIONS FROM OTHER MANUFACTURERS MAY BE JOINED TO PRE-BED PIPE PROVIDED A CONCRETE COLLAR IS PLACED AT THE CONTRACTORS EXPENSE AND A DEFORMATION TO THE PIPE'S FLOWLINE IS NOT EVIDENT ON FINAL PLACEMENT.



				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
				REVISION		
				DATE	ISSUE DATE: OCTOBER 1, 1998	
					PIPE CULVERT INSTALLATION	
					WORKING NUMBER PI-1	
					SHEET NUMBER 6300	

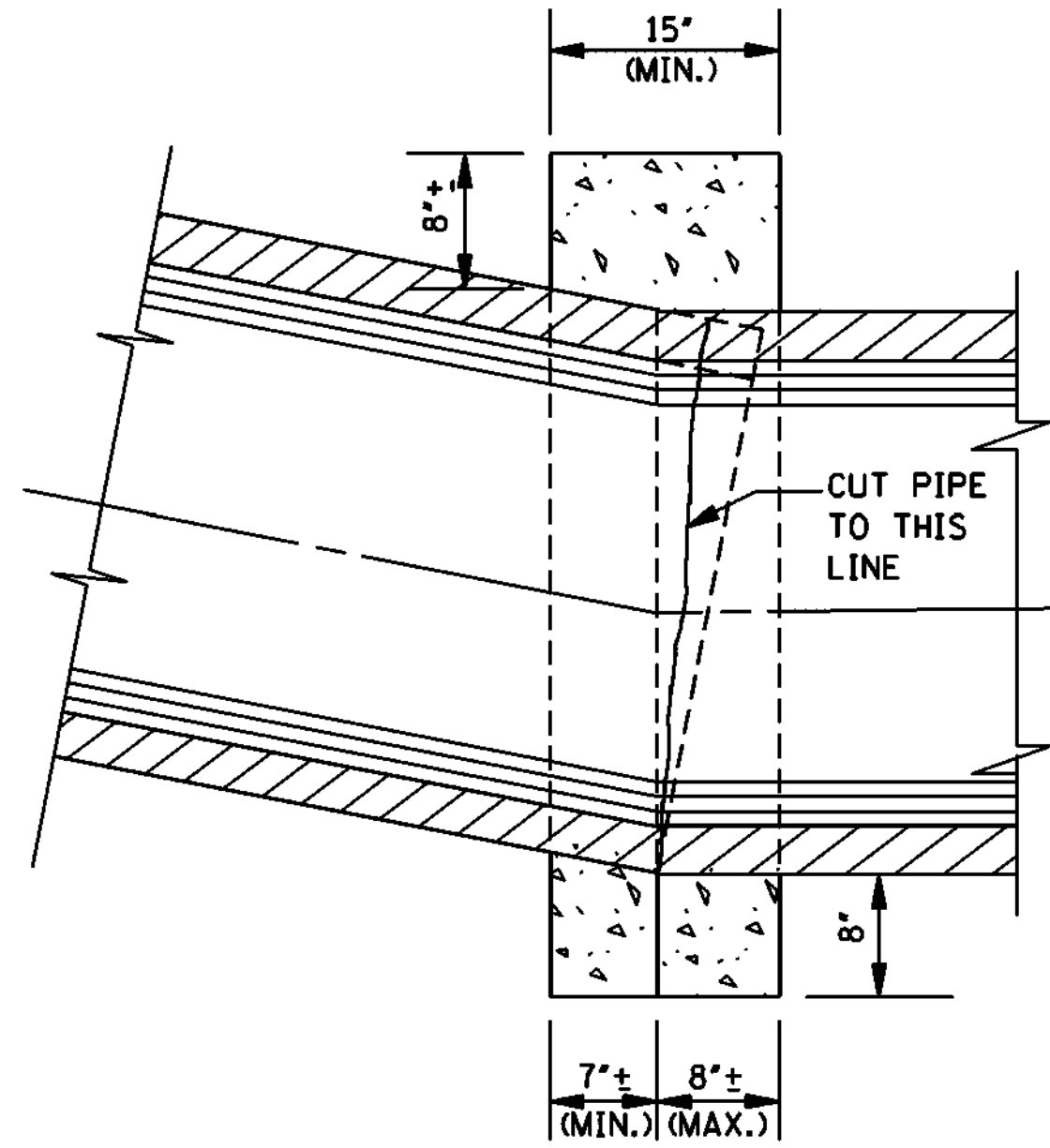


TYPICAL INSTALLATION FOR PIPE CULVERT WITH BROKEN FLOW LINE



ELEVATION OF CONCRETE COLLAR

NOTE: CIRCULAR PIPE IS SHOWN, ARCH PIPE IS SIMILAR.



SECTION A-A

GENERAL NOTE:

1. THE FOLLOWING QUANTITIES SHALL BE THE BASIS FOR PAYMENT
UNLESS AUTHORIZED MODIFICATIONS ARE MADE:

QUANTITIES FOR CONCRETE COLLAR FOR PIPE CULVERTS			
CIRCULAR PIPE		ARCH PIPE	
DIA. OF PIPE	CLASS "B" CONCRETE (yd ³)	SIZE OF PIPE	CLASS "B" CONCRETE (yd ³)
12"	0.240		
15"	0.260	18 x 11	0.280
18"	0.320	22 x 13	0.310
24"	0.410	29 x 18	0.410
30"	0.510	36 x 23	0.490
36"	0.620	44 x 27	0.600
42"	0.730	51 x 31	0.690
48"	0.850	58 x 36	0.820
54"	0.980	65 x 40	0.920
60"	1.110	73 x 45	1.070
66"	1.248	88 x 54	1.366
72"	1.393		

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	ISSUE DATE: OCTOBER 1, 1998
					WORKING NUMBER PC-1
					SHEET NUMBER 6301



WORKING NUMBER
PC-1
SHEET NUMBER
6301

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

**COMPREHENSIVE WATER IMPROVEMENTS PHASE II
PALMERS CROSSING AND IRENE CHAPEL**

FOR THE

**CITY OF HATTIESBURG
FORREST COUNTY
MISSISSIPPI**

JANUARY 2017



PREPARED BY:

**SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI
(601) 544-1821**



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ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 a.m. on May 11, 2017 in the City Clerk's Office in the City Hall at 200 Forrest Street of said City for furnishing the City's requirements for the following:

COMPREHENSIVE WATER IMPROVEMENTS PHASE II PALMERS CROSSING AND IRENE CHAPEL HATTIESBURG, MISSISSIPPI

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., 301 Second Avenue, Hattiesburg, Mississippi, 39401, upon deposit of \$150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

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

BID:

COMPREHENSIVE WATER IMPROVEMENTS PHASE II PALMERS CROSSING AND IRENE CHAPEL HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the ____ day of _____ A.D., 2017.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on March 30, 2017 and April 6, 2017
City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403-1898

INFORMATION FOR BIDDERS

BIDS will be received by the CITY OF HATTIESBURG, MISSISSIPPI herein called the "OWNER", at City Hall until 10:00 a.m. on May 11, 2017, and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to City of Hattiesburg. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **COMPREHENSIVE WATER IMPROVEMENTS PHASE II PALMERS CROSSING AND IRENE CHAPEL** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed addressed to the Owner at P. O. Box 1898, Hattiesburg, MS 39403

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible

BIDDERS. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the SUPPLEMENTAL GENERAL CONDITIONS.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, Hattiesburg, MS 39401.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Work Order, and to complete the work within 180 calendar days thereafter. The undersigned further agrees that the unit bid price quoted includes all items of work required or necessary for the accomplishment of the projected work. BIDDERS agree to perform all the work described in the CONTRACT DOCUMENTS for the following unit bid prices:

Proposal			:			
Comprehensive Water Improvements - Phase II						
Palmers Crossing and Irene Chapel Areas - City of Hattiesburg						
Item	Description	Unit	Quantity	Unit Price	Extension	
	Water Pipe Items					
1	4" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	260			
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	280			
3	8" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	590			
4	12" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	27,159			
5	12" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	Lin. Ft.	1,090			
6	16" 200 PSI, DR9, HDPE (Open Cut) (Incl. adapter fittings)	Lin. Ft.	620			
7	16" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	Lin. Ft.	460			
	Casing Items					
8	18" Steel Casing, 0.25" WT (Open Cut)	Lin. Ft.	20			
9	14" Steel Casing, 0.25" WT (Bored)	Lin. Ft.	40			
10	18" Steel Casing, 0.25" WT (Bored)	Lin. Ft.	610			
11	20" Steel Casing, 0.375" WT (Bored - Railroad)	Lin. Ft.	580			

	Connection Items				
12	Connection: Proposed 12" to Existing 12" (Straight Connection w/ fittings)	Each	2		
13	Connection: Proposed 12" to Existing 12" (Hot Tap w/ Valve Assembly & other fittings)	Each	3		
14	Connection: Proposed 12" to Proposed 12" (Tee & other fittings)	Each	5		
15	Connection: Proposed 12" to Proposed 12" & 8" (Tee & other fittings)	Each	1		
16	Connection: Proposed 12" to Proposed 8" (Tee & other fittings)	Each	2		
17	Connection: Proposed 12" to Proposed 12" & Existing 8" & 6" (Tees & other fittings)	Each	1		
18	Connection: Proposed 12" to Proposed 12" & Existing 4" (Tee & other fittings)	Each	2		
19	Connection: Proposed 12" to Existing 6" (Tee & other fittings)	Each	10		
20	Connection: Proposed 12" to Existing 6" & 4" (Tees & other fittings)	Each	1		
21	Connection: Proposed 12" to Existing 6" & 4" (Cross & other fittings)	Each	1		
22	Connection: Proposed 12" to Existing 4" (Tee & other fittings)	Each	12		
23	Connection: Proposed 8" to Existing 12" (Hot Tap w/ Valve Assembly & other fittings)	Each	1		
24	Connection: Proposed 8" to Existing 6" (Tee & other fittings)	Each	1		
25	Connection: Proposed 8" to Existing 6" & 4" (Tees & other fittings)	Each	1		
	Valve Items				
26	4" Gate Valve	Each	9		
27	6" Gate Valve	Each	14		
28	8" Gate Valve	Each	4		
29	12" Gate Valve	Each	66		

	Fire Protection Items				
30	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	Each	42		
31	6" Fire Suppression System Connection (Incl. Tee, Valve, Pipe, Disconnection of Existing System, Connection to Existing Fire System, etc.)	Each	1		
	Service Items				
32	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	Each	99		
33	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	Each	17		
34	Service Tubing (Bored) (All Sizes)	LF	1,585		
35	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	Each	15		
	Removal Items				
36	Removal of Fire Hydrant and Appurtenances	Each	24		
37	Abandonment of Exist. Water Lines with flowable Fill	LF	600		
38	Remove and Reset Existing Storm Sewer Culverts (All Sizes)	Lump Sum	1		
	Miscellaneous Construction Items				
39	Select Fill Material (Class 9, Group C), LVM for Gravel Driveway Repair	CY	35		
40	Asphalt Pavement Repair (All Depths)	TON	450		
41	Concrete Pavement Repair (All Depths)	SY	338		
42	Concrete Curb and Gutter Repair (Match Existing in kind)	LF	25		
43	Temporary Erosion Control	Lump Sum	1		

44	Grassing	Lump Sum	1		
45	Maintenance of Traffic	Lump Sum	1		
46	Mobilization	Lump Sum	1		
		Project Total:			

Note: All materials and components shall be a product of the U.S.A.

The undersigned certifies that the bid prices contained herein have been carefully checked and is submitted as correct and final.

If within thirty (30) days of the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Name of Firm or Bidder

By: _____

Address

City, State

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed,
_____Principal, and _____as Surety, are hereby
held and firmly bound unto _____as Owner in the penal sum of 5%
(Five Percent) for payment of which, well and truly to be made, we hereby jointly and
severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to
a certain BID, attached hereto and hereby made a part hereof to enter into a contract in
writing, for the following project:

COMPREHENSIVE WATER IMPROVEMENTS PHASE II PALMERS CROSSING AND IRENE CHAPEL HATTIESBURG, MISSISSIPPI

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in
the Form of Contract attached hereto (properly completed in accordance with said BID)
and shall furnish a BOND for his faithful performance of said contract, and for the
payment of all persons performing labor or furnishing materials in connection therewith,
and shall in all other respects perform the agreement created by the acceptance of said
BID, then this obligation shall be void, otherwise the same shall remain in force and effect;
it being expressly understood and agreed that the liability of the Surety for any and all
claims hereunder shall, in no event, exceed the penal amount of this obligation as herein
stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and its BOND shall be in no way impaired or affected by any extension of the time
within which the OWNER may accept such BID; and said Surety does hereby waive notice
of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and
seals, and such of them as are corporations have caused their corporate seals to be hereto
affixed and these presents to be signed by their proper officers, the day and year set forth
above.

_____(L.S.)
PRINCIPAL

SURETY

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____ by and between _____ hereinafter called the CONTRACTOR, **CITY OF HATTIESBURG** hereinafter called the OWNER, Witnesseth that the Contractor and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The Contractor agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled:

COMPREHENSIVE WATER IMPROVEMENTS PHASE II PALMERS CROSSING AND IRENE CHAPEL MISCELLANEOUS CONNECTIONS

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the Contractor agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The Contractor agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the Contractor fails to complete the work in the time specified, he shall pay the OWNER as **LIQUIDATED DAMAGES**, ascertained and agreed, and not in the nature of a penalty, the sum of **\$ 350.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The owner agrees to make progress payments during the construction as provided herein as follows:

The ENGINEER will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices.

The OWNER agrees to pay the CONTRACTOR 100% of the value of the work done each month, less five percent (5%) RETAINAGE until final acceptance of the work has been made).

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the Engineer shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the Contractor within sixty (60) days the date of said final acceptance.

Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer, so certifies, the OWNER shall, upon certificate of the Engineer and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The Contractor agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period

of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7: INSURANCE

The Contractor agrees to also carry Public Liability Insurance, Property Damage Insurance, and Workman's Compensation Insurance in amounts as required by the Specifications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

OWNERS:

SEAL

City of Hattiesburg

BY _____

Title _____ ATTEST _____

CONTRACTOR:

SEAL

BY _____

Title _____ ATTEST _____

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned (hereinafter called the Principal), a corporation, partnership or individual duly unauthorized by law to do business as a construction contractor in the State of Mississippi, and _____ of (herein called the Surety), a corporation duly authorized to do a surety business under the laws of the State of Mississippi, are held and firmly bound unto City of Hattiesburg, (hereinafter called the Obligee), a Municipality existing under the laws of the State of Mississippi, in the penal sum of Dollars (_____) lawful money of the United States, for the payment of which well and truly to be made, the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument In writing attached here-to and bearing date of _____ has agreed with said Obligee to do all work necessary and to furnish labor, materials, tools, supplies and services to construct **COMPREHENSIVE WATER IMPROVEMENTS PHASE II PALMERS CROSSING AND IRENE CHAPEL** as shown on Plans and specified thereby in the Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and workmanlike manner, and to the satisfaction of Obligee perform and complete the work required, and shall defend, indemnify and save harmless said Obligee against all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising out of injury or damage to persons or property by reason or arising from any act, omission or neglect of said Principal, his agent, servants or employees with relation to said work; and shall pay all cost, charges, rentals and expenses for labor, material, supplies and equipment and deliver the said improvement to Obligee completed and ready for occupancy or operation, and free from all liens, encumbrances or claims for labor, material or otherwise; and shall pay all other expenses lawfully chargeable to Obligee by reason of any default or neglect of the said Principal in the relation of said agreement and said work, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract, or the work to be performed hereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this bond and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, his or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and surety have hereunto set their hands and seals at _____ this _____ day of _____, 20__.

(SEAL)

WITNESSES:

PRINCIPAL

ADDRESS

Name of person executing for Principal

TITLE

SURETY

ADDRESS

WITNESSES:

Name of person executing for Surety

TITLE

NOTICE OF AWARD

TO: _____

Project: COMPREHENSIVE WATER IMPROVEMENTS PHASE II PALMERS
CROSSING AND IRENE CHAPEL

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 20____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned 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 to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20____.

CITY OF HATTIESBURG
OWNER

BY: _____

TITLE: Mayor
ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by This the _____ day of _____, 20____.

Name: _____

Title: _____

NOTICE TO PROCEED

TO: _____ DATE: _____

Project: **COMPREHENSIVE WATER IMPROVEMENTS PHASE II PALMERS
CROSSING AND IRENE CHAPEL**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20__ on or before _____, 20__, and you are to complete the WORK within 180 consecutive CALENDER DAYS thereafter. The date of completion of all WORK is therefore _____, 20__.

CITY OF HATTIESBURG
OWNER

BY: _____

TITLE: _____ Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____ This the ____ day of _____, 20__.

Name: _____

Title: _____

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

ACCEPTANCE: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

AGREEMENT: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: the Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept as satisfactory.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the Work.

BONDS: Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions, the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

CONTRACT PRICE: The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The owner (Grantee) - The individual who is authorized to sign the contract documents on behalf of the owner's governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm or corporation named as such in the Contract Documents.

FIELD ORDER: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER

RESIDENT INSPECTOR

CONSTRUCTION INSPECTOR

PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: The stage in construction when a project can be utilized for the purposes for which it was intended. At substantial completion, minor items and items that are seasonally restricted need not be completed, but the items that affect operational integrity and function of the facility must be capable of continuous use.

SUPPLEMENTARY GENERAL CONDITIONS: Federal Conditions in effect at time of submission of Bid.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

2.1 The award of the Contract, if it is awarded, will be to the lowest responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution within sixty (60) days after the opening of Bids.

EXECUTION OF AGREEMENT:

2.2 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the OWNER within 10 working days or 15 calendar days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.3 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.2 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

CONTRACTOR'S PRE-START REPRESENTATIONS:

2.4 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run no less than the 15 days after receipt by the CONTRACTOR of the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. See paragraphs 6.22 through 6.26. The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS

shall be as provided in the Special Conditions.

2.9 Within twenty (20) days after delivery of the executed agreement by OWNER to CONTRACTOR, but before starting the Work at the site, a preconstruction conference will be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER for acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, and Instruction's to Bidders, General Conditions, Technical Specifications and

Drawings.

3.3 The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The

OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and

constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.7 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract

Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by

any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards

terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising wherefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and

regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR

believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the

CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the owner, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The General CONTRACTOR shall do the following special cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge the cost to the several contractors as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

Sanitary Provisions:

6.32 The General CONTRACTOR shall furnish necessary toilet conveniences, secluded from

public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the special conditions. The OWNER will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in

accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to

stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will

promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provide in Articles 11 and 12.

7.5 Where practicable, the General CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the General CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the General CONTRACTOR. The General CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each CONTRACTOR shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each CONTRACTOR shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each CONTRACTOR shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The General Contractor shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on

the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays

the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the ENGINEER according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the

ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and the failure to request legal action within said thirty (30) days period shall result in the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor

change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract

Documents by application of unit prices to the quantities of the items involved. Should the Work (by quantity) be increased or decreased by 15 per cent from that stipulated in the Contract Documents, the OWNER and the CONTRACTOR may request adjustment of the unit prices by negotiation. If negotiation fails to reach agreement, then either party may request arbitration for the volume in excess of the 15 per cent differential.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by

OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S

capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade

discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either parties.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work

performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within sixty (60) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 10 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 10 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional

representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within sixty (60) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore

as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within thirty (30) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install, but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment sixty (60) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for

approval a practicable schedule, showing the order in which the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

The damages indicated above shall be considered as liquidated damages for the loss to the Owner on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the Engineer.

MEASUREMENT AND PAYMENT

Measurement and Payment for the following bid items shall be as described and shall include all material, equipment, labor, testing, etc. to install and make operational a complete water system as detailed on the contract drawings and as specified in the contract documents.

DUCTILE IRON, PVC and HDPE WATER SYSTEMS

Payment for item shall include furnishing and installing all pipe, trenching, compaction of required bedding and backfill excavation, disposal of excess excavated material sheeting, shoring, bracing, dewatering, testing , fittings, reducers, flushing the system and related items not specifically covered under other pay items. The contract price shall be determined by the measured distance of pipe installed and accepted per linear foot.

STEEL CASING

Payment for installation of bored or open cut steel casing shall include furnishing and installing all steel pipe, spacers, end caps, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing and related items not specifically covered under other pay items. Length shall be determined by the measured distance of casing pipe installed and accepted per linear foot.

CONNECTION ITEMS

Payment for connection items shall include installation of reducers, fittings, valve boxes, trenching, excavation, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

GATE VALVES

Payment for installation of gate valves shall include furnishing gate valves, valve boxes, trenching, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

FIRE HYDRANT WITH APPURTENANCES

Payment for installation of fire hydrant with appurtenance shall include furnishing fire hydrant, gate valve, valve box, piping, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay shall be determined per each to include fire hydrant, tees, gate valve, valve box, pipe and other miscellaneous items as required to provide an operational hydrant. Pay shall be determined

per each.

FIRE SUPPRESSION CONNECTION

Payment for installation of fire suppression connection with appurtenance shall include furnishing tee, gate valve, valve box, piping, disconnection from existing system, connection to new system, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay shall be determined per each to include tees, gate valve, valve box, pipe and other miscellaneous items as required to provide an operational fire suppression connection. Pay shall be determined per each.

SERVICE TAP

Payment for residential or commercial service tap shall include all fittings, corporation stop, curb stop, tubing, materials, labor and equipment to provide a new water service. Item shall include connection from new water line to existing water meter to remain. Completion of item shall be a fully functional water service. Item shall be paid per each.

SERVICE TUBING (BORED):

Payment for installation of service tubing bored shall include furnishing and installing service tubing under existing asphalt, concrete or other area determined by the engineer to remain in place. Item shall include all boring, excavating, compaction of backfill, disposal of excess excavated material etc to install service tubing as bored. Pay shall be measured from edge to edge of existing concrete or asphalt and paid per linear foot.

RESIDENTIAL METER

Payment for residential meter shall include all components, labor and equipment for a fully operational water meter. Meter shall meet the requirements of the plans and specifications and function fully within the existing system. Item shall include meter, box and any necessary fittings and shall be paid per each.

REMOVAL OF FIRE HYDRANT WITH APPURTENANCES

Payment for removal of fire hydrant with appurtenance shall include removal of existing fire hydrant, gate valve, piping, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering and related items not specifically covered under other pay items to fully remove an existing fire hydrant. Pay shall be determined per each to include fire hydrant, tees, gate valve, pipe and other miscellaneous items as required to remove, secure and transport to an area designated by the owner. Pay shall be determined per each.

ABANDONMENT OF EXISTING WATER MAIN

Payment for item shall include furnishing and installing flowable fill concrete in designated pipe locations as shown on the construction drawings to abandon existing water line pipe. Pay shall include all pumping, concrete, plugs, etc to fully fill the abandoned water main. The contract price shall be determined by the measured

distance of pipe abandoned and accepted per linear foot.

REMOVE AND REST EXISTING STORM DRAIN

Payment for item shall include removal of existing storm sewer components to allow installation of the water system components. Item shall include all materials, labor, and equipment necessary to remove existing structures without damage and reset in the proper location. Should damage to the existing drainage structure be the result of improper removal, a new structure shall be provided by the contractor at no cost to the owner. The contract price shall be determined by the percentage of the project complete and paid by lump sum.

SELECT FILL MATERIAL:

Payment for installation of select fill shall include furnishing and installing granular material as specified in the contract documents and as directed by the Engineer. The unit measurement shall be loose vehicular measurement, L.V.M. Pay shall be determined per cubic yard.

ASPHALT PAVEMENT REPAIR

Payment for asphalt repair shall include furnishing and installing asphalt pavement as specified in the plans and specifications. Item shall include material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per ton.

CONCRETE PAVEMENT REPAIR

Payment for concrete pavement repair shall include furnishing and installing concrete pavement as specified in the plans and specifications. Item shall include forming, material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per square yard.

CONCRETE CURB AND GUTTER

Payment for concrete curb and gutter shall include removal, grading, forming, materials, placement, compaction and testing necessary to match existing curb and gutter. Item shall be paid per linear foot.

TEMPORARY EROSION CONTROL

Payment for erosion control shall include furnishing, installing and maintaining silt fence or other erosion control measures as required by current Mississippi Department of Environmental Quality standards. Erosion control measures shall be installed and maintained as planned by the contractor or as directed by the Engineer to prevent erosion under or excess siltation within 24 hours of a rain event. The unit measurement shall be lump sum and includes any required maintenance.

GRASSING

Basis of payment shall include the vegetation schedule as noted and shall be according

to the Mississippi Standard Specifications for Road and Bridge Construction, Latest Edition. The unit of measurement shall be lump sum.

MAINTENANCE OF TRAFFIC

Payment for maintenance of traffic will be lump sum. Item shall include all materials, labor and equipment to maintain traffic based on the current MUTCD or as required by the Engineer.

MOBILIZATION

Payment for mobilization shall enable contractor to assemble materials, equipment, etc. on site to prepare for construction. The unit measurement shall be lump sum. Mobilization shall be paid 50 percent at 5 percent of construction complete and 100 percent at 25 percent of construction complete.

WATER SYSTEMS

1) GENERAL

- a) This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of water pipe and related items in accordance with the contract drawings and specifications, as stated in the Proposal.

2) APPLICABLE PUBLICATIONS

- a) The following publications form a part of these specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

- i) AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139 Electric-Fusion (Arc) welded steel pipe (sizes 4 inch and over).

- A 252 Welded and Seamless steel pipe piles.

- C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.

- C 33 Concrete Aggregates

- C 39 Test for Compressive Strength of Cylindrical Concrete Specimens.

- D 2922 Density of Soil Aggregate in place by the clear Method (shallow depths).

- ii) AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- 21.10 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

- 21.11 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

- 21.50 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-line Molds, for Water or other Liquids.

- iii) AMERICAN WATER WORKS ASSOCIATION (AWWA)

- C 104 Cement-Mortar Lining for Cast Iron Pipe and Fittings for Water and Other Liquids.

- C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

- C 110 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

C 150 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

iv) AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

v) MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction 1990 Edition.

3) SUBMITTALS

a) The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer.

i) Ductile Iron Pipe: The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

(1) Joints: The following shall be required for ductile iron joints.

(2) Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.

(3) Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.

(4) Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

ii) Ductile Iron Pipe Submittal Shall Include the Results of:

(1) Tension Test

(2) Impact Test

(3) Low Temperature Impact Test

Sampling procedure shall be as indicated in ANSI 21.51.

- b) PVC Pipe: The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements of these specifications and appropriate construction drawings.

4) **MATERIALS - WATER SYSTEM**

a) Ductile Iron Pipe:

- i) Ductile iron pipe shall be designed in accordance with the latest revision of ANSI/AWWA C51/A21.51), rated working pressure of 350 psi plus a 100 psi surge allowance; a 2 to 1 safety factor on the sum of working pressure plus surge pressure in Type 3 laying condition with a depth of cover as required per plans.
- ii) Pipe shall have standard asphaltic coating on the exterior. Pipe also shall have a cement mortar lining on the interior in accordance with the latest revision of ANSI/AWWA C104/A21.4. If corrosion protection is required, polyethylene encasement shall be installed prior to the pipes installation in accordance with ANSI/AWWA C105/A21.5-88.
- iii) All non-restrained pipe shall be furnished with push-on type joints such as "Fastite," or equal. Joints shall be in accordance with the latest revision of ANSI/AWWA C111/A21.11 and shall be furnished complete with all necessary accessories.
- iv) Where restrained joint pipe is required, "Fast Grip", "Flex-Ring", or "Field Flex-Ring" or approved equal shall be used. The length of restrained pipe shall be as tabulated or noted on the plans.
- v) Ductile iron fittings shall conform to the latest revisions of either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings, linings, and coatings shall be as specified for the pipe above.
- vi) All pipe, fittings and accessories shall be installed and tested in accordance with the latest revision of AWWA C600. Newly installed ductile iron water mains shall be disinfected in accordance with the latest revision of AWWA C651 prior to placing in service.

b) PVC Pipe

- i) PVC pipe for this project shall be PVC, C-900, Class 200. This standard covers the installation of Pressure Class 100, 150 and 200 PVC pipe complying with AWWA Standard C-900-89. PVC pipe shall bear the National Sanitation seal for potable water.
- ii) The pipe shall be equipped with a push on joint in a single elastomeric gasketed joint. It is assembled by positioning the elastomeric gasket in the annular groove of the bell and inserting the spigot end of the pipe into the bell. The spigot end of the pipe compresses the gasket radially to form a positive seal. The gasket and annular groove are designed, sized and shaped so that the gasket will resist displacement. Care shall be taken so that only the correct elastomeric gasket, compatible with the annular groove of the bell, is used. Insertion of the elastomeric gasket in the annular groove of the bell must be in accordance with the manufacturer's recommendations.

c) Gate Valves:

- i) Where indicated on the Plans or directed by the ENGINEER, the CONTRACTOR shall furnish and install gate valves as hereinafter specified.
- ii) All gate valves shall be cast iron mechanical joint, Mueller A-2360, equivalent or better. All gate valves shall be furnished with O-ring packing and 2" square operating nut, AWWA 200lb., for cast iron water main.
- iii) Valve boxes shall be cast iron top and bottom. Extension pieces shall be provide as required.
- iv) Payment for furnishing and installing gate valves with box shall be made at the contract unit price per valve according to type and size as listed in the proposal.
- v) All valves will be set at a perfect 90 degree angle from level pipe, (perpendicular) so as to be easily accessible through properly set valve box as per specifications above.
- vi) The CONTRACTOR shall furnish and install either a two-piece or three-piece, slip type, cast iron valve box over each gate valve. Valve boxes will be set over valve operating nut, centered so as to be easily accessible with a valve operating wrench or key. They will be set to correspond with the finished grade of street, lot, or easement. No dirt will be left in box; box will not rest directly on valve body.

d) Fittings, Valves and Hydrants, etc.

- i) All fittings, valves and valve boxes, hydrants, and other appurtenances are to be set at the points indicated on the plans, or as directed by the ENGINEER, and omission to do so shall be corrected by the CONTRACTOR without extra cost to the OWNER.
- ii) All fittings shall either be Ductile Iron Compact (ANSI/AWWA C153/A21.53) or Cast Iron (ANSI/AWWA-C110/A21-10) and shall have mechanical joint ends and mechanical joint restraints (Series 1120) and shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases. Flexibility of the joint shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80. Restraining devices shall be of ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA A21.11 and ANSI/AWWA C153/A21.53 of latest revision. Twist-off nuts shall be used to insure proper actuating of the restraining devices.
- iii) The mechanical joint restraint device shall have a working pressure of a least 250 psi with a minimum safety factor of 2:1 and shall be EBAA Iron., MEGALUG or equal.
- iv) To improve the sealing capacity, the gaskets for all mechanical joints conforming to the requirements of ANSI/AWWA C110/A/21.10, C111/A21.11, or C153/A21.53 shall be of a design that causes the gasket to deflect approximately 30% during assembly of the mechanical joint. The gasket material shall conform to the requirements of ANSI/AWWA C111/A21.11, Section 1-6.4 of the latest revision. Mechanical joint gaskets shall be EBAA Iron's EBAA Seal- Improved Mechanical Joint Gasket or approved equal.
- v) Fittings (bends, tees, plus, and caps) shall be securely braced by mechanical joint restraints, as

indicated on the Plans, to prevent the possibility of blowing off under pressure. And a full length of pipe shall be installed on each end of the fitting. Then cut pieces can be installed beyond the full lengths of pipe.

- vi) The prices bid furnishing and installing valves, fittings, etc., shall include compensation for furnishing mechanical joint restraints as required at beds, tees, plugs and caps. No separate or extra compensation will be allowed for any of the above specified incidental work or material.

e) Plugs and Caps

- i) Where indicated on the Plans, or as directed by the ENGINEER, the CONTRACTOR shall install plugs for anticipated future extensions by placing a branch fitting (tee or cross) in the line and plugging the unused branch or branches. In general, such plugs will be located at street intersections where present plans provided lines running in only two or three directions from the intersections and where, in the opinion of the ENGINEER, a connection may be required for future extension. Where "deadend" lines are installed, the ends of such lines shall be plugged or capped as required.

- ii) For the various hot taps required according to the plans, and up to 12 inches, the JCM 432, stainless Tapping Sleeve shall be required. The CONTRACTOR shall furnish all materials for these various taps and the OWNER will actually make the tap.

- f) Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of water pipe and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.375 inch.

- g) Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table.)

SIZE No. 467

Nominal Size (Sieves w/Square Openings)	Percent Passing by Weight
2"	100
1-1/2"	95—100
3/4"	35—70
3/8"	10—30
No. 4	0—5

- h) Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1 - 1/2" sieve.

- i) Concrete: Concrete shall be in accordance with the requirements of Technical Specifications – CONCRETE.

- j) Select Backfill

- i) General: The select material shall be composed of a natural or artificial mixture of sand, silt,

clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material.

- ii) Gradation : Any coarse aggregate contained in the material shall pass the one and one-half (1-1/2); sieve and not more than thirty-five percent (35%) shall be retained in the Number 10 sieve. The plasticity index (P.I.) shall not exceed 12, nor shall the liquid limit exceed 30.
- iii) The composite selected sand-clay material passing the Number 10 sieve shall conform to the following minimum and maximum gradation limits:

Sieve	Percent Passing by Weight
Number 40	40–85
Number 60	30–70
Number 270	8–30
Silt (.05 to .005 mm)	03–15
Clay (Passing .005 mm)	3--15

- iv) Backfill: All other backfill shall consist of excavated material removed from the trench.

5) CONSTRUCTION

a) Earthwork

i) Site Preparation:

- (1) Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas.
- (2) All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.
- (3) Stripping operation shall be to a depth of not less than 6 inches in all cases.

- b) Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

c) Trenching:

- i) The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.

- ii) The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe.
 - iii) The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.
 - iv) Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.
- d) Disposal:
- i) The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.
 - ii) The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of water pipe.
- e) Dewatering
- i) The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.
 - ii) Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering

shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the bid price.

f) Bedding

- i) The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.
- ii) Holes for the bells shall be provided at each joint in the subgrade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.
- iii) Stabilization Materials: When the subgrade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the subgrade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six inch lifts.
- iv) Bedding Materials
 - (1) As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.
 - (2) The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. depending on the particular bedding required, additional bedding shall be added and tamped to a minimum of 90% of maximum laboratory density, with AASHTO T-99.
- v) Select Backfill: Select backfill shall be placed in 6 inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

- vi) Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grad, and cross section with proper bell holes at each joint to insure that pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.
- g) Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:
 - i) Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS and OTHER GRASSED AREAS.
 - ii) Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.
 - iii) No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or weight excess of 75 pounds.
- h) Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.
- i) Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications, "RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS, and OTHER GRASSED AREAS."
- j) Pipe Handling and Storage: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.
- k) Pipe Laying
 - i) Each pipe shall be laid true to line and grade and in such manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the water shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water earth or other substance will enter the pipe or fittings.
 - ii) The water main shall maintain a minimum of 30 inches of cover at all times.

- iii) Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.
- l) Pipe Jointing: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.
 - i) Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.
 - ii) Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space.
 - iii) When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first, then the top; next the bolts on either side; and last, the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.
 - iv) All joints of whatever type shall be completely water tight after being subjected to the required tests.
- m) Borings: Borings shall be accomplished in accordance with Mississippi State Highway Department Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.
 - i) Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be watertight.
 - ii) Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.
 - iii) Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under all conditions.
 - iv) Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end by installing WMSON Type U end seals, as manufactured by T.D. Williamson, Inc. Tulsa, Oklahoma, or equal, in accordance with the instructions of the manufacturer of the seals.
- 6) SEPARATION of WATER and SEWER MAINS: The water and sewer specifications should state that the water line be constructed no less than 10 feet horizontally and 18" vertically with water line

over sewer line. If those conditions cannot be met then they will be decided on a case by case basis.

7) TESTING

a) Ductile Iron Pipe

- i) Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.
- ii) Material Test: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

b) Steel Casing Pipe Material test shall be included as part of the submittal. No other material test shall be required.

c) Compaction Tests

- i) Compaction tests shall be performed in accordance with AASHTO T 191 or ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T 99.
- ii) Compaction tests for water pipe related work shall not be less than as follows:

NUMBER of COMPACTION TESTS AASHTO T-99, AASHTO T-191, or ASTM D 2922		
Stabilization Material	1	One per 100 C.Y.
Bedding material	2	One per 600 L.F.
Tamped Backfill	2	One per 600 L.F.

d) Hydrostatic Testing

- i) After the pipe has been laid, all newly laid pipe or any valved section thereof shall be subjected to a hydrostatic pressure of at least 1.5 times the working pressure at the point of testing and not less than 1.25 times the working pressure along the test section, for a minimum of 2 hours.
- ii) And all tests shall be in accordance with AWWA Standard C600, Section 4.
- iii) Allowable leakage shall be no more than that determined by the following formula:

$$L = \frac{SD \sqrt{P}}{133,200}$$

- iv) In which L is the allowable leakage in gallons per hour; S is the length of pipe tested in feet; D is the nominal diameter of the pipe, in inches; and P is the average test pressure during the leakage test in pounds per square inch.
- v) These tests are to be made at the Contractor's expense and he is to provide all necessary fittings, equipment, appliances and any other necessary items to conduct the tests in a manner satisfactory to the ENGINEER. All costs incidental to conducting these tests are to be included

in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore. Record of testing is to be furnished to the OWNER.

8) CLEANING and STERILIZING

- a) Before each section of work is placed in service, it shall be thoroughly flushed to remove any dirt or other foreign material from inside the lines; and the inside of the lines shall be sterilized by pumping into and through them a solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.
- b) At least two (2) samples of chlorine free water, taken from each section shall be submitted to the State Board of Health for examination to determine if the system is free from organisms of the Coli-Aerogenes group. If such samples are not negative from organisms of the Coli-Aerogenes group, the system shall be disinfected and re-disinfected in a manner meeting the requirements of the State Board of Health, until the system is freed of contamination.
- c) All water mains will be flushed, chlorinated and re-chlorinated until two (2) consecutive negative water samples are obtained by the Local Health Department. The samples shall be collected by the Certified Operator of the system or the Professional Engineer of the project.
- d) The CONTRACTOR shall be responsible for the conduct of all of the above defined activities, and any and all costs incident thereto shall be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

9) WATER SERVICE

- a) Service pipe shall be ¾" Polyethylene Plastic tubing meeting the following specifications:
 - i.) 200 PSI and complying with AWWA standards when tested by methods ASTM 1599, copper tube size (O.D.) suitable for use with standard heavy duty waterworks brass flare fittings.
 - ii.) Tubing shall comply with the standards and bear the seal of the National Sanitary Foundation.
 - iii.) All connections and fittings shall be Ford brand.

10) TRACER WIRE

a) Materials

1. General

- i.) All trace wire and trace wire products shall be domestically manufactured in the U.S.A.
- ii.) All trace wire shall have HDPE insulation intended for direct bury, color coated per APWA standard for the specific utility being marked, green for Sewer.

2. Trace wire

- i) Open Trench - Trace wire shall be #12 AWG Copper Clad Steel, High Strength with minimum 450 lb. break load, with minimum 30 mil HDPE insulation thickness.
- ii) Directional Drilling/Boring - Trace wire shall be #12 AWG Copper Clad Steel, Extra High Strength with minimum 1,150 lb. break load, with minimum 30 mil HDPE insulation thickness.
- iii) Pipe Bursting/Slip Lining - Trace wire shall be 7 x 7 Stranded Copper Clad Steel, Extreme Strength with 4,700 lb. break load, with minimum 50 mil HDPE insulation thickness.

3. Connectors

- i.) All mainline trace wires must be interconnected in intersections, at mainline tees and mainline crosses. At tees, the three wires shall be joined using a single 3-way lockable connector. At Crosses, the four wires shall be joined using a 4-way connector. Use of two 3-way connectors with a short jumper wire between them is an acceptable alternative.
- ii.) Direct bury wire connectors – shall include 3-way lockable connectors and mainline to lateral lug connectors specifically manufactured for use in underground trace wire installation. Connectors shall be dielectric silicon filled to seal out moisture and corrosion, and shall be installed in a manner so as to prevent any uninsulated wire exposure.
- iii.) Non locking friction fit, twist on or taped connectors are prohibited.

4. Termination/Access

- i.) All trace wire termination points must utilize an approved trace wire access box (above ground access box or grade level/in-ground access box as applicable), specifically manufactured for this purpose.
- ii.) All grade level/in-ground access boxes shall be appropriately identified with “water” cast into the cap and be color coded.
- iii.) A minimum of 2 ft. of excess/slack wire is required in all trace wire access boxes after meeting final elevation.
- iv.) All trace wire access boxes must include a manually interruptible conductive/connective link between the terminal(s) for the trace wire connection and the terminal for the grounding anode wire connection.
- v.) Grounding anode wire shall be connected to the identified (or bottom) terminal on all access boxes.
- vi.) Service Laterals - Trace wire must terminate at an approved grade level/inground trace wire access box, located at the edge of the road right-of-way, and out of the roadway.
- vii.) Hydrants – Trace wire must terminate at an approved above-ground trace wire access box, properly affixed to the hydrant grade flange. (affixing with tape or plastic ties shall not be acceptable)

- viii.) Long-runs, in excess of 500 linear feet without service laterals or hydrants - Trace wire access must be provided utilizing an approved grade level/in-ground trace wire access box, located at the edge of the road right-of-way, and out of the roadway. The grade level/in-ground trace wire access box shall be delineated using a minimum 48" polyethylene marker post, color coded per APWA standard for the specific utility being marked.

5. Grounding

- i.) Trace wire must be properly grounded at all dead ends/stubs
- ii.) Grounding of trace wire shall be achieved by use of a drive-in magnesium grounding anode rod with a minimum of 20ft of #12 red HDPE insulated copper clad steel wire connected to anode (minimum 1.5 lb.) specifically manufactured for this purpose, and buried at the same elevation as the utility.
- iii.) When grounding the trace wire at dead ends/stubs, the grounding anode shall be installed in a direction 180 degrees opposite of the trace wire, at the maximum possible distance.
- iv.) When grounding the trace wire in areas where the trace wire is continuous and neither the mainline trace wire or the grounding anode wire will be terminated at/above grade, install grounding anode directly beneath and in-line with the trace wire. Do not coil excess wire from grounding anode. In this installation method, the grounding anode wire shall be trimmed to an appropriate length before connecting to trace wire with a mainline to lateral lug connector.
- v.) Where the anode wire will be connected to a trace wire access box, a minimum of 2 ft. of excess/slack wire is required after meeting final elevation.

b. Installation

1. General

- i.) Trace wire installation shall be performed in such a manner that allows proper access for connection of line tracing equipment, proper locating of wire without loss or deterioration of low frequency (512Hz) signal for distances in excess of 1,000 linear feet, and without distortion of signal caused by multiple wires being installed in close proximity to one another.
- ii.) Trace wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed.
- iii.) Any damage occurring during installation of the trace wire must be immediately repaired by removing the damaged wire, and installing a new section of wire with approved connectors. Taping and/or spray coating shall not be allowed.
- iv.) Trace wire shall be installed at the bottom half of the pipe and secured (taped/tied) at 5' intervals.
- v.) Trace wire must be properly grounded as specified.
- vi.) Trace wire on all service laterals/stubs must terminate at an approved trace wire access box located directly above the utility, at the edge of the road right-of-way, but out of the roadway. (See Trace wire Termination/Access)

- vii.) At all mainline dead-ends, trace wire shall go to ground using an approved connection to a drive-in magnesium grounding anode rod, buried at the same depth as the trace wire. (See Grounding)
- viii.) Mainline trace wire shall not be connected to existing conductive pipes. Treat as a mainline deadend, ground using an approved waterproof connection to a grounding anode buried at the same depth as the trace wire.
- ix.) All service lateral trace wires shall be a single wire, connected to the mainline trace wire using a mainline to lateral lug connector, installed without cutting/splicing the mainline trace wire.
- x.) In occurrences where an existing trace wire is encountered on an existing utility that is being extended or tied into, the new trace wire and existing trace wire shall be connected using approved splice connectors, and shall be properly grounded at the splice location as specified.

2. Water System

- i.) A mainline trace wire must be installed, with all service lateral trace wires properly connected to the mainline trace wire, to ensure full tracing/locating capabilities from a single connection point.
- ii.) Lay mainline trace wire continuously, by-passing around the outside of valves and fittings on the North or East side.
- iii.) Trace wire on all water service laterals must terminate at an approved trace wire access box color coded blue and located directly above the service lateral at the edge of road right of way.
- iv.) Above-ground tracer wire access boxes will be installed on all fire hydrants.
- v.) All conductive and non-conductive service lines shall include tracer wire.

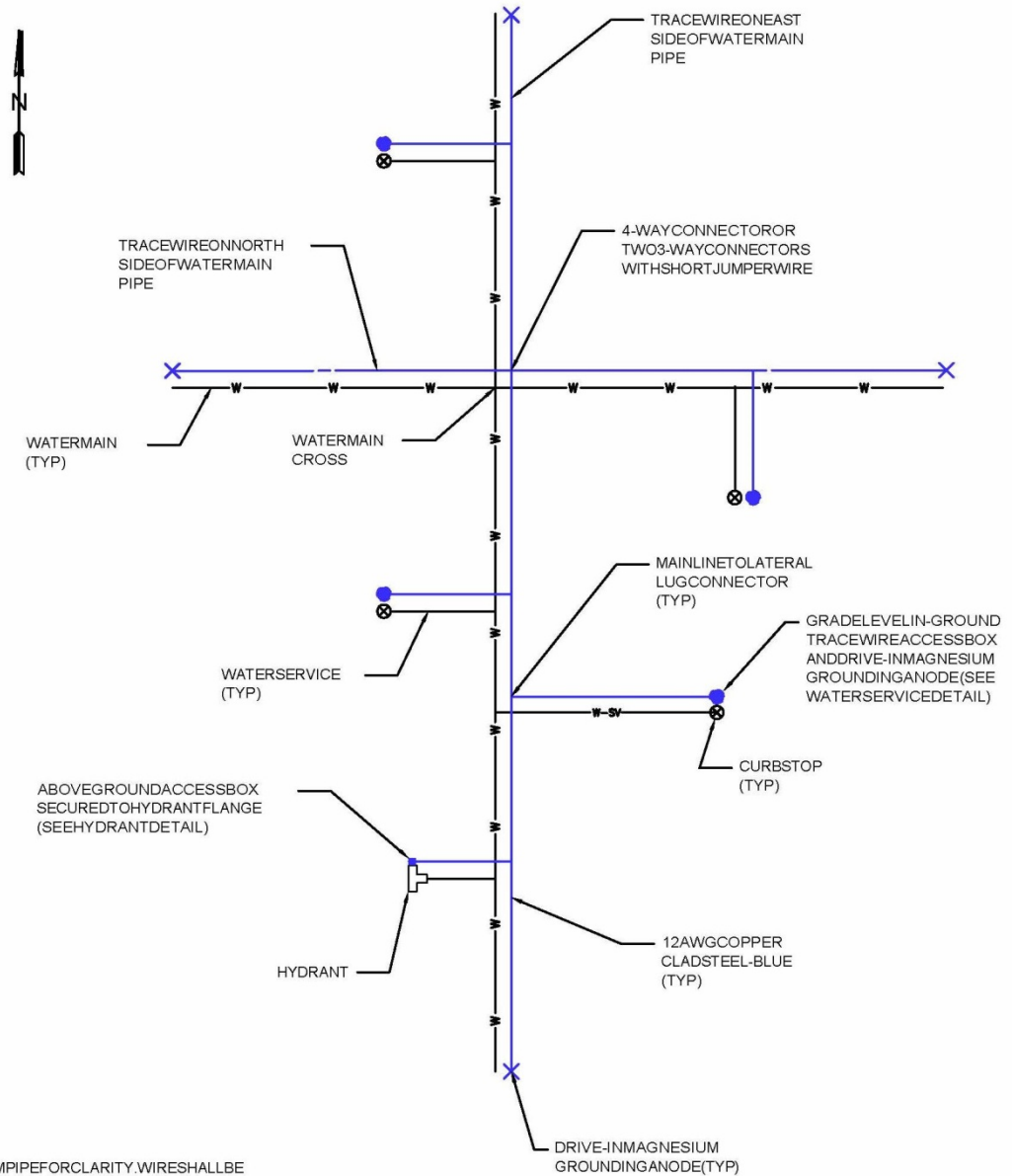
c. Prohibited Products and Methods

- 1. The following products and methods shall not be allowed or acceptable
 - i.) Uninsulated trace wire
 - ii.) Trace wire insulations other than HDPE
 - iii.) Trace wires not domestically manufactured
 - iv.) Non locking, friction fit, twist on or taped connectors
 - v.) Brass or copper ground rods
 - vi.) Wire connections utilizing taping or spray-on waterproofing
 - vii.) Looped wire or continuous wire installations, that has multiple wires laid side-by-side or in close proximity to one another
 - viii.) Trace wire wrapped around the corresponding utility
 - ix.) Brass fittings with trace wire connection lugs

- x.) Wire terminations within the roadway, i.e. in valve boxes, cleanouts, manholes, etc.
- xi.) Connecting trace wire to existing conductive utilities

d. Testing

1. All new trace wire installations shall be located using typical low frequency (512Hz) line tracing equipment, witnessed by the contractor, engineer and facility owner as applicable, prior to acceptance of ownership.
2. This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project.
3. Continuity testing in lieu of actual line tracing shall not be accepted.

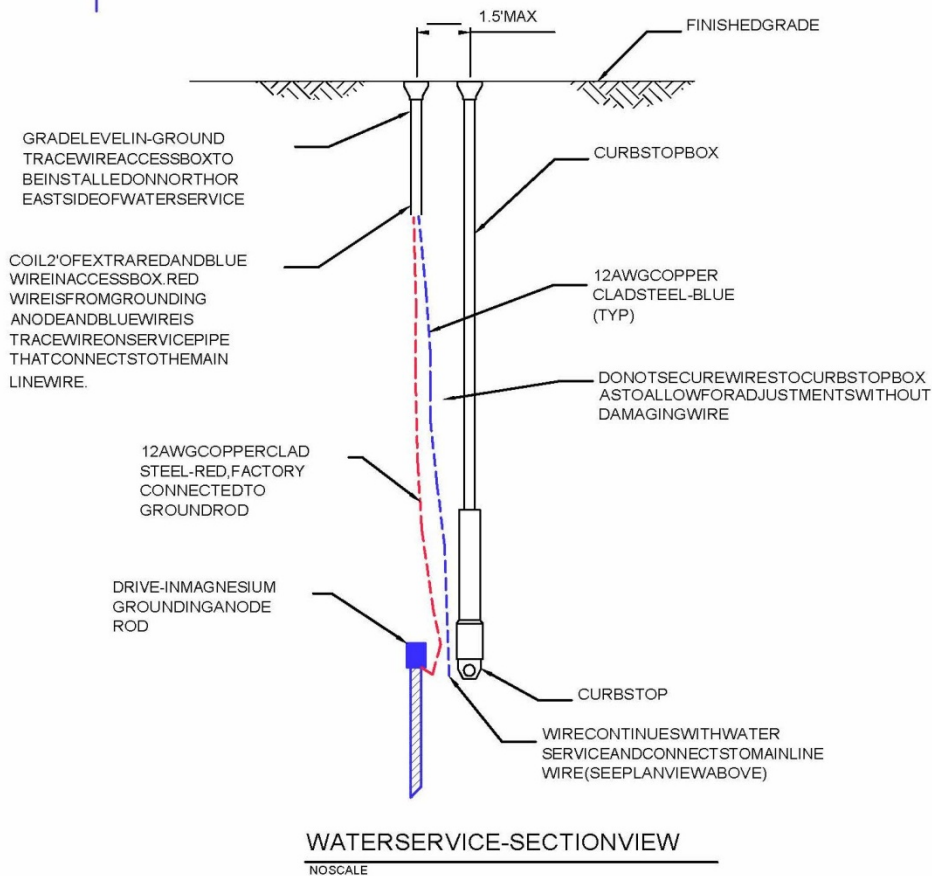
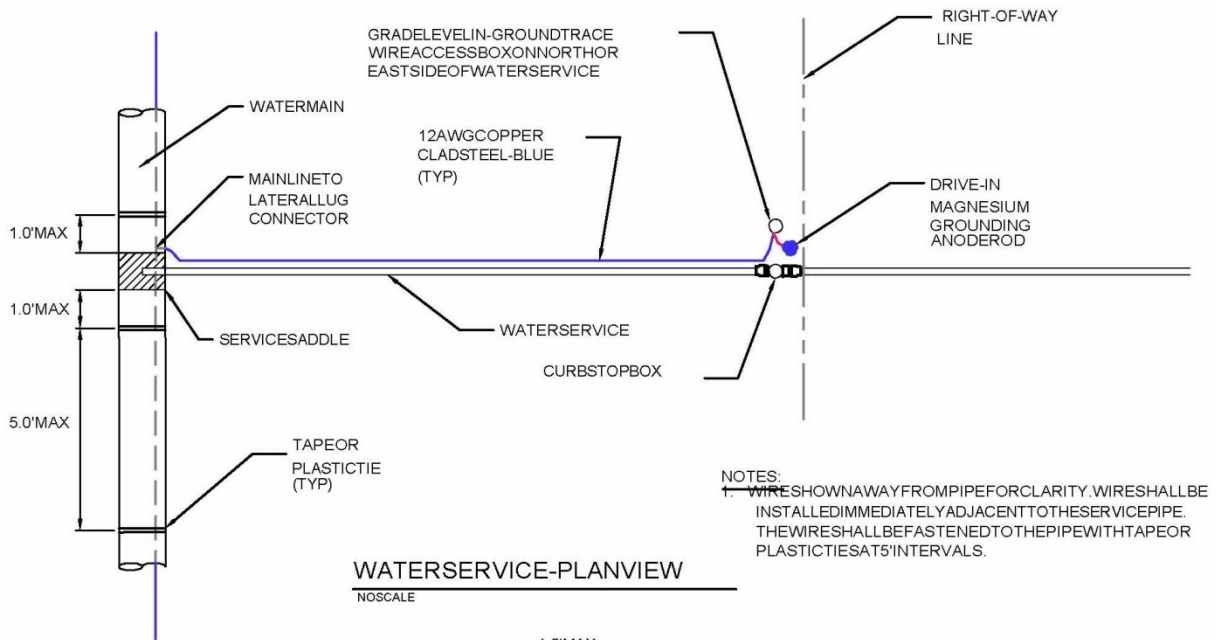


NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED ON THE BOTTOM SIDE OF THE PIPE BELOW THE SPRING LINE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.

TRACE WIRE PLAN (WATER)

NOSCALE





RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS, and OTHER GRASSED AREAS

- 1) **GENERAL:** The work under this item of work shall consist of furnishing all necessary materials, labor, supervision, tools, equipment and incidentals for the restoration of roads, driveways, fences, lawns and other grassed areas so as to provide satisfactory repair to all damage caused by general construction work. It is the intent of these Specifications to restore all such features to the general conditions that existed prior to construction activity insofar as practical. It is not the intention of this Specification that trees, which must be cut and removed, be restored. The Contractor is expected to be familiar with the overall area and be satisfied as to the materials required and level of effort needed to accomplish such restoration in accordance with this Specification.
- 2) **APPLICABLE PUBLICATIONS:** The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work:
 - a) AMERICAN ASSOCIATION of STATE HIGHWAY and TRANSPORTATION OFFICIALS (AASHTO):
 - i) T 99 The Moisture Density Relations of Soils Using a 5.5lb. (2.5 kg) Rammer and a 12-inch (305 mm) Drop
 - ii) T 167 Compressive Strength of Bituminous Mixture
 - iii) T 191 Density of Soil In-Place by the Sand-Cone Method
 - iv) T 230 Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures
 - b) AMERICAN SOCIETY for TESTING and MATERIALS (ASTM)
 - i) D 2922 Density of Soil and Soil Aggregate in Place by the Nuclear Method (shallow depths)
 - c) MISSISSIPPI DEPARTMENT of TRANSPORTATION (MDOT)
 - i) Standard Specifications for Road and Bridge Construction, 2004 Edition
 - ii) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)
- 3) **SUBMITTALS:** **Mix Designs:** Design mix will be provided by Contractor and approved by Engineer prior to production of asphalt.
- 4) **MATERIALS**
 - a) 4.1 **Subbase and Base Courses:** Subbase and base courses under paved areas shall be as specified in MSHD Specification, Section 300.
 - b) 4.2 **Prime Coat:** Prime coat shall consist of Grade MC-30 or Grade MS-70 in accordance with the applicable requirements of MDOT Specification Section 408.
 - c) **Bituminous Pavement:** Bituminous Pavement for roadway and parking areas, wearing and

binder courses shall consist of a mix in accordance with MDOT Specifications Section 403.

- d) Materials shall conform to the following subsection of MDOT, Specifications Sections 702 and 703.
 - i) Bituminous Materials (AC-20) 702.01
 - ii) Aggregate
 - iii) BC-1 Binder Course
 - iv) SC-1 for Surface Course
 - v) Filler 703.14
 - vi) Topsoil: Topsoil shall be in accordance with Technical Specifications - SEEDING and SODDING.
 - vii) Seeding and Sodding: Seeding and sodding operations shall be in accordance with Technical Specifications - "SEEDING and SODDING."

5) **CONSTRUCTION**

a) **Maintenance of Traffic**

- i) Prior to limiting or restricting traffic on any street or road, the Contractor shall obtain permission from the City of Hattiesburg. Through or local traffic shall at all times be accommodated by the use of temporary approaches, crossings or detours (if allowed by the City of Hattiesburg). Satisfactory (to the Property Owner) ingress and egress to any public or private property shall be properly maintained. Proper barricades, signs and detour signs shall be provided by the Contractor to adequately warn motorists of obstructions ahead. Lighted (flashing) barricades shall be used at night.
- ii) Flagmen shall be provided to direct traffic around equipment and for one way movement of traffic around equipment and for one way movement of vehicles. The Contractor may have to stop construction and restore full traffic during certain rush hours.
- iii) The Contractor shall at all times (unless otherwise permitted in writing by the City of Hattiesburg) maintain open one lane to traffic during construction operations and restore roadways to two-way traffic during non-construction hours.

b) **Repair of Asphalt; Concrete Streets; Driveways; Parking Lots**

i) **Removal and Earthwork:**

- (1) The existing asphalt pavement shall be uniformly saw cut on straight lines and the material shall be removed. Other methods of cutting the existing asphalt surface which will result in a uniform straightedge similar to a sawed cut may be acceptable. Upon completion of the pipe laying, select backfill shall be placed in the excavation in maximum 8-inch lifts and compacted to at least 90% of maximum laboratory density to within one foot of the top subgrade and to 95% of maximum laboratory density in the upper one foot of the subgrade.

- (2) Maximum density of typical select backfill material shall be determined in accordance

with AASHTO T 191 or ASTM D 2922. Portable mechanical tampers or vibratory compactors shall be used in the trenches. Rollers may be used at street level. Existing base and asphalt surfaces which become undermined during construction shall be removed until firm undisturbed subgrade is reached.

- c) Asphaltic Base: Asphaltic base shall be constructed in accordance with MSHD Specification, Section 300.
 - i) Prime Coat: Prime coat shall be applied to exposed existing base material prior to overlay with asphaltic base course in accordance with MSHD Specification, Section 408.
 - ii) Tack Coat: Tack coat shall be applied to existing or new asphaltic wearing course and asphaltic base, or concrete which is to require asphalt wearing course.
 - iii) Asphalt Wearing Course: Placement and compaction of the bituminous pavement shall be in accordance with MSHD Specification Section 403.03.
 - iv) Utilities: All utility covers excavated during removal of streets, driveways, parking lots shall be restored to finished grade.
- d) Driveways and Sidewalks:
 - i) Driveways and sidewalks shall be repaired in similar manner to the original construction. Asphalt drives shall be saw cut where required and repaired in accordance with Paragraph 6(b) of this Specification. Concrete drives shall be saw cut or removed to the next joint. The minimum thickness for concrete driveway repair is 6 inches and for sidewalks is four (4) inches.
 - ii) Concrete surfaces shall be properly tooled and receive a broom finish. Installation (if required) of new driveway drainage culvert shall be made only at the direction of the Engineer. The Contractor shall take all reasonable precautions to allow for reuse of existing drainage culverts.
- e) Repair to Gravel Roads: Gravel roads shall be backfilled and compacted in accordance with Paragraph 6(b) of this Specification. The final surface shall consist of 12-inch in-place compacted clay gravel. Compaction shall be to 100% of maximum laboratory density in accordance with AASHTOT 99.
- f) Repair to Lawns:
 - i) General: The Contractor shall exercise extreme care to minimize damage to improved lawns. Trees and shrubs within the limits of work shall be removed only for essential construction requirements. Any shrubs, which are removed or damaged, shall be replaced by satisfactory (to the Property Owner) planting by the contractor. Any grass seed areas, roads, streets, driveways, culverts, fences, water lines, metal boxes or other items (excluding trees unavoidably cut) which are damaged by the Contractor, shall be satisfactorily restored by Contractor. Acceptance of improved lawn repairs shall be based on the firm establishment of live stand of grasses and live growth of any replanted and acceptable shrubs. The Contractor shall water and fertilize such areas until healthy growth of grass (and shrubs, if applicable) are attained
 - ii) Grading: The surface areas shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse

effects to adjoining properties.

- iii) Topsoil: The Contractor shall strip topsoil and sod and stockpile for later use. Upon completion of trenching over the area. Additional topsoil shall be furnished if required (at no additional cost) to provide a uniform thickness of 3 inches. Lime at a rate of 1 - 1/2 tons per acre and fertilizer (13-13-13) at a rate of 800 pounds per acre shall be applied as needed to further establish grass growth.
- iv) Grassing: Grass seed, sprigs, or sod similar to the existing lawn grasses shall be planted in accordance with the supplier's recommendations. Winter cover grasses such as rye grass shall be applied (in addition to planting the permanent grasses) if seeding, sprigging, or sodding is done at a time of year when the permanent grasses will not actively grow. The type(s) of permanent grasses shall be the same as the grass(es) in the damaged lawns. If the lawn repairs are accomplished between September 1 and March 1, the Contractor shall continue the restoration work during the next period of March 15 and April 5 and mow the grass and continue the restoration until satisfactory growth of the permanent grass (es) is obtained. Such additional restoration work shall include the 1 - 1/2 tons of lime per acre, application of 13-13-13 fertilizer at a rate of 800 pounds per acre and replanting and watering permanent grass as necessary to obtain satisfactory (to Engineer) growth. No time will be charged against the Contract Time for any such additional restoration work.
- v) Sodding: Sodding shall be in accordance with Technical Specifications - SEEDING and SODDING.

g) Erosion Control:

- i) During all phases of construction, the Contractor shall adequately protect all work from adverse erosion. Soil shall not be allowed to flow off the limits of work area. The Contractor shall employ the use of ditch checks, matting, temporary grass cover, blankets, or other measures to control erosion. The Contractor shall be responsible to correct damage caused by erosion.
- ii) During the construction of this project, all work areas will be strictly monitored. All trench lines will be kept in excellent condition, all streets and drives will receive careful maintenance, keeping potholes and settled areas filled in. Dust control is essential and will also be strictly monitored.

h) General Grassing of Unimproved Areas

- i) General: The Contractor shall seed and establish grass growth in all disturbed areas in unimproved areas (to include pastures and roadsides). Acceptance of the grass cover shall be based upon the firm establishment of a live stand of grass. The contractor shall water such grass if natural rainfall fails to adequately provide moisture. On slope and other areas subject to erosion, grassing shall be accomplished as soon as practical (within 48 hours unless weather is prohibiting) after finish grading operations.
- ii) Grading: The surface area shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.
- iii) Topsoil: The Contractor shall remove existing topsoil and stockpile for later use. Upon completion of backfilling (to establish contours as before construction), the topsoil shall be uniformly spread back over the area. The Engineer may require additional topsoil be

furnished by the Contractor, if in the opinion of the Engineer, adequate provisions and efforts were not made by the Contractor to stockpile and re-use existing topsoil material.

- iv) Fertilizer and Agricultural Limestone: The Contractor shall uniformly apply 800 lbs. per acre of 13-13-13 fertilizer and also apply two (2) tons per acre of agricultural limestone to the area to be seeded. The fertilizer and limestone shall be tilled into the soil to a depth of four (4) inches.
 - v) Seeding: Seed shall be uniformly sown in accordance with Technical Specification - SEEDING and SODDING.
 - vi) Sodding: Sod shall be place in accordance with Technical Specification - SEEDING and SODDING.
 - i) Mulch Cover: Erosion prone areas such as steep slopes and highway shoulders shall receive a layer of loose straw mulch or equivalent at the rate of one and one-half (1-1/2) tons per acre. The mulch cover shall be established by the application of emulsified asphalt or by "crimping" parts of the material into the soil.
 - j) Miscellaneous Items: Items such as fences, gates, headwalls, paved ditches, and other items shall be replaced or repaired as required for restoration. Should additional fencing material be required, new post and new wire of similar size, type and gauge shall be provided and installed.
 - k) General Care: Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees, which do not have to be removed in the opinion of the Engineer, and which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.
- 6) **TESTING**
- a) General: All sampling and testing shall be accomplished by the testing laboratory approved by the Owner and employed by the Contractor to perform such services. Results shall be immediately forwarded to the Engineer by the Contractor.
 - b) Earthwork: Earthwork directly involved with road and street repair shall be tested as follows:
 - i) Moisture Density Relationship (Standard Proctors): Two tests of sampled native material shall be required.
 - ii) Tests shall be in accordance with AASHTO T 99.
 - iii) Field Density: A minimum of two and a maximum of four field density tests shall be required. Density tests shall be in accordance with AASHTO T 191 or ASTM D 2922
 - iv) Topsoil: Two pH tests and two organic content tests (wet combustion method) will be required.

SEEDING and SODDING

- 1) **DESCRIPTION:** This item consists of furnishing all labor, supervision, materials, tools, incidentals and equipment and performing all work for topsoiling, tilling, fertilizing, seeding, watering, and otherwise establishing, protecting and maintaining seeded and sodded areas as required by the Contract Drawings and these specifications, and including repair, refertilizing and reseeded as required until final inspection and acceptance of the project.

- 2) **SUBMITTALS:** Certificates for fertilizer, limestone, seed.

- 3) **MATERIALS**
 - a) **Topsoil:** Topsoil shall be the surface layer of soil that is stockpiled by the Contractor during stripping and/or excavation on the site. The topsoil shall be free of subsoil, clay, lumps, stones, brush or seed. Topsoil shall have a pH value of not less than 4.5 or more than 8.0.

 - b) **Lime:** Lime shall be ground limestone containing not less than 80% of total carbonates and shall be ground to such fineness that 80% will pass through a No. 10 mesh sieve and 40% will pass through a No. 40 mesh sieve.

 - c) **Fertilizer:** Fertilizer shall be water soluble commercial carriers of available plant food elements or combinations thereof, as stated herein and shall conform to the applicable state fertilizer laws. They shall be uniform in composition, dry, and free flowing materials in condition for application by suitable equipment. The fertilizer shall be delivered in standard bags or other convenient standard containers, each fully labeled with manufacturer's guaranteed analysis. Any fertilizer shall contain not less than the percentages by weight of the ingredients set out as follows: (1) Nitrogen, 13% (2) Phosphorous P O, 13%, (3) Potash K C, 13%. Invoices for fertilizer will show the kind and have analysis furnished.

 - d) **Seed:** Seeds with a minimum pure live seed content of 90% shall be used. They shall be of the best grade and of known vitality, purity, and germination and shall be delivered in containers bearing seed tags as required by law showing percentages of germination content and purity of seed as well as percentages of weed seed content.
 - i) All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. All seeds shall be furnished in standard containers, or as acceptable to the Engineer. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

Purity, Germination, and Planting Schedule			
<u>Spring and Summer Seeding</u> <u>(March 1 to September 1)</u>			
<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (dry wt. lbs.) per Acre</u>
Hulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
TOTAL			50
<u>Fall and Winter Seeding</u> <u>(September 1 to March 1)</u>			
<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (dry wt. lbs.) per Acre</u>
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30

Rye	95	85	15
Crimson Clover	95	85	8
TOTAL			73

- ii) Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.
- e) Leguminous Inoculants: Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require cultural bacteria that are adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers seed. The bacteria shall be supplied inconvenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media shown on the container.
- i) Soil for Repairs: for fills or areas to be repaired, soil shall be topsoil of a least equal quality to that which exists in areas adjacent to the area to be repaired.
- f) Water: Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass, and shall be from a source accepted prior to use.
- g) Solid Sod: Bermuda or Carpet Grass and shall be native to the locality of the work and shall, when placed be live, fresh, growing grass with at least two and one-half (2-1/2) inches of soil adhering firmly to the roots. The sod shall be reasonably free from obnoxious weeds or other grasses, and shall not contain any matter deleterious to its growth; or which might affect its subsistence or hardness when transplanted. The sod shall be in blocks at least 3"x 8", and free from ragged edges.

4) INSPECTION AND TESTS

- a) Fertilizer and Limestones: Duplicate copies of material invoices shall be furnished to the Engineer. Invoices shall show quantities and grade of fertilizer, quantity of limestone, percentages of calcium carbonate and magnesium carbonate, as applicable, and the percentages of limestone that pas the No. 40 and the No. 10 mesh sieves. Samples of each lot of fertilizer and limestone shall be furnished for testing. upon completion of project a final check of total quantities of fertilizer and limestone used will be made against total area treated, and if minimum rates of application have not been met, additional quantities of these materials to make up minimum application specified shall be distributed.
- b) Seed: Contractor shall furnish to the Engineer duplicate signed copies of statement(s) from vendor(s), certifying that each container of seed delivered is labeled in accordance with Federal Seed Act and is at least equal to requirements specified therein. This certification shall be obtained from vendor and shall be furnished before application.

5) PREPARATION of GROUND SURFACE

- a) General: Equipment, in good operating condition, shall be used for the proper preparation of the ground and for handling and placing all materials. Equipment shall be acceptable before work is started.
- b) Topsoiling: Topsoil shall be obtained from job site stockpiles formed during stripping and/or excavation operations and shall be free from subsoil, clay lumps, stones, brush, grasses or weeds, excess acids or alkali, or any other material to subsequent, smooth, grading, planting,

and maintenance operations.

- c) Grading: Previously established grades shall be maintained on the areas to be treated in a true and even condition; necessary repairs shall be made to previously graded areas by means of graders or other approved equipment.
- d) Tillage: After the areas required to be treated have been brought to the grades shown, the soil shall be tilled to a depth of at least 4 inches by plowing, disking, harrowing, or other acceptable operations until the condition of the soil is acceptable. The work shall be performed only during period when beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface shall be leveled before the next specified operation.

6) APPLICATION of FERTILIZER and LIMESTONE

- a) Preplanting fertilization of areas to be seeded: Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre over areas to be seeded and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of fertilizer may be part of the operation specified in Section 5.4: TILLAGE of these specifications.
- b) Liming: Immediately following or simultaneously with incorporation of fertilizer, limestone shall be distributed uniformly at a rate of 4000 pounds per acre, and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of limestone along with fertilizer may be part of the operation specified in Section 5.4: TILLAGE of these specifications.
- c) Leveling: Surface irregularities resulting from tillage, fertilizing, liming, or other operations shall be leveled before seeding.
- d) Postplanting fertilization: From 40 to 60 days after seeding, ammonium nitrate or its nitrogen equivalent shall be applied uniformly at a rate of 225 pounds per acre over areas seeded. Fertilizer shall be applied when grass blades are dry to minimize burning. The planted area shall be watered to thoroughly moisten the upper 6 inches of the soil surface after the fertilizer is applied.

7) PLANTING SEED

- a) General: A satisfactory method of sowing shall be employed; using approved mechanical power-drawn drills or seeders, or other approved methods. When drills are used, markers or other means shall be provided to insure that the successive seeded strips will overlap or be separated by a space no greater than 6 inches. When delays in operations extend the work beyond the most favorable planting season for species designated or when conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed and resumed only when conditions are favorable or when approved alternate or corrective measure and procedures have been effected. If inspection during or after seeding operations indicates that strips wider than 6 inches have been left unplanted or other areas skipped, additional seed shall be sown.
- b) Broadcast Seeding: Seeding shall be broadcast either by hand or with acceptable seeding equipment, in combination with fertilizer, or with other acceptable sowing equipment. Seed shall be distributed uniformly over designated areas. Half of the seed shall be sown with sower moving at right angles to first sowing. Seed shall be covered to an average depth of 1/4 inches by brush harrow, spiketooth harrow, chain harrow, cultipacker, hand rake with wood tines, or other approved device. Seed shall not be broadcast during windy weather.

- c) Drill Seeding: Drill seeding shall be accomplished with approved equipment with drills set not more than 6 inches apart. Seed shall be sown uniformly over designated areas to average depth of 1/4 inch.
 - d) Sodding: All solid sod shall be procured areas where the soil is fertile and contains a high percentage of loamy topsoil, and from areas that have been grazed or mowed sufficiently to form a dense turf.
 - e) Mechanical devices, such as sod cutter, may be used for cutting the sod into strips or blocks. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling and planting.
 - f) The solid sod blocks shall be transplanted within 24 hours from the time of cutting, unless they are stacked at their destination in a manner satisfactory to the Engineer. All solid sod in stacks shall be kept moist and protected from exposure to the air and sun, and from freezing. In no event shall more than two (2) days elapse between the cutting and planting of the solid sod.
 - g) Solid sod shall be planted during the period between March 1st and December 15th, unless written permission is given by the Engineer to extend the planting season. The solid sod shall be placed on the prepared surface with the edges in close contact. All cracks between blocks of solid sod shall be closed with small pieces of fresh sod and all cracks too small for sod shall be filled by a light dressing of topsoil. The entire sodded area shall then be compacted and watered to the satisfaction of the Engineer. Rollers, hand tamps or other approved equipment may be used for compacting.
 - h) Surfaces of solid sodding which, in the opinion of the Engineer, may slide due to the height and slope of the surface or nature of the soil, shall, upon direction of the Engineer, be "pegged" with wooden pegs driven through the sod blocks into firm earth, sufficiently close to hold the sod in place.
- 8) MAINTENANCE: Seeded areas shall be maintained until all work or designated portions thereof have been completed and accepted. Tall grass and weeds that tend to impede the desired grass species shall be mowed, and any damage resulting from these operations shall be repaired at the Contractor's expense.
- 9) ESTABLISHMENT of GROWTH
- a) General: The Contractor shall be responsible for proper care of seeded areas while grass is becoming established for three (3) months after completion of treatment on the entire project, unless desired cover is established in a shorter period of time and the Owner shortens responsibility period. The Contractor shall be responsible for providing a satisfactory stand of grass. A satisfactory stand of grass is determined as a cover of living grass in which gaps larger than 12 inches square do not occur as determined by an acceptance inspection made at the end of the maintenance period. Maintenance work shall be performed at the Contractor's expense.
 - b) Mowing: Seeded and sodded areas shall be mowed with acceptable mowing equipment to a height of about 4 inches when average height of grass becomes about 8 inches. When amount of cut grass is heavy, grass shall be removed to prevent destruction of underlying turf. If weeds or other undesirable vegetation threatens to impede the growth of planted species, such vegetation shall be mowed, or in case of excessive growth, shall be uprooted, raked and removed from area.
 - c) Refertilizing: The Contractor will determine areas needing refertilization at least 15 days before

application is required. Fertilization shall be distributed on designated area during periods when grass is dry. 13-13-13 grade fertilizer shall be applied uniformly at a rate of 800 pounds per acre. Fertilizer conforming to physical condition, packaging and marking as specified hereinbefore shall be provided.

- d) Reseeding: The Contractor will determine areas requiring reseeding at least 15 days before period specified for reseeding. Seed specified hereinbefore shall be drilled at rates hereinbefore specified, in a manner that will cause minimum disturbance to existing stand of grass, and at an angle of not less than 15 degrees from direction of previously seeded rows.

FIRE HYDRANT

- 1) **GENERAL:** Fire hydrants shall comply in all respects with AWWA Standard C-502, latest revision. Fire hydrants shall be of the compression type, with the main valve opening against the pressure and closing with the pressure. The main valve opening shall be 5 1/4" in diameter. Fire Hydrant shall be of a dry barrel, dry top design. The nozzle section shall consist of two (2) hose nozzles and one (1) pumper nozzle or other as specified.
- 2) **RATING:** Fire hydrants shall be rated at 250 psi water working pressure, tested at 500 pounds hydrostatic for structural soundness in the following manner: 500 pound hydrostatic test supplied from the inlet side, first with the main valve closed for the testing of the valve seat: second, with the main valve open for testing of the drain valves and the hydrant barrel. Testing to be complete in accordance with AWWA C-502 and ULFM requirements.
- 3) **END CONFIGURATION:** Hydrants shall be connected to the main by a 6" fusion bonded, epoxy coated mechanical joint shoe. Mechanical joint shoes shall be fitted with strapping lugs.
- 4) **DESIGN**
 - a) The main valve seat of the hydrant shall be made of rubber and be supported by a one-piece bronze top plate / drain valve mechanism. Drain valves shall be faced with rubber. The bottom stem threads of the main valve rod shall be fitted with an epoxy coated, cast iron bottom plate, sealing lower rod threads from the water.
 - b) Changes in size or shape of the waterway (hydrant nozzles) shall be accomplished by means of easy curves. Exclusive of the main valve opening, the net area of the waterway of the barrel and the foot piece at the smallest part shall not be less than 120% of that of the net opening of the main valve.
 - c) Hose and pumper nozzles shall be threaded and screwed into the nozzle section and then mechanically locked to prevent turning.
 - d) Hose and pumper caps shall be chained to the hydrant
 - e) The hydrant shall be so designed that when it is in place, no excavation will be required to remove the main valve and movable parts of the drain valve. Further, the hydrant shall be of the type that can be extended without excavating.
 - f) Hydrants shall be so designed that, in the event of accident, or breaking of the hydrant above or near grade level; the main valve will remain closed.
 - g) The main valve rod shall be made in two parts and fitted with breakable coupling at the ground line flange.
 - h) The ground line connection between nozzle section and the barrel shall incorporate the use of a traffic flange. This connection shall be so designed that the nozzle section can be rotated in any increment of 360°. The ground line connection between the barrel and nozzle sections shall have a rubber o-ring gasket to provide a seal.
 - i) The operating threads of the hydrant shall be so designed as to avoid the working of any iron or steel parts against either iron or steel. The operating stem and operating nut threads shall be square or acme type.
 - j) The operating thread shall be lubricated at factory with food grade grease. Access shall be provided

to field lubricate the operating mechanism.

- k) The operating thread shall be sealed from water at all times when the valve is either in the opened or closed position. The operating rod shall be bronze sheathed where it passes through the double "O" ring seal in the bonnet.
- l) The bonnet shall be weather proof and utilize a weather shield integral with the external wrench operating nut.
- m) The operating nut shall be made of bronze with a self-lubricating design.
- n) Hydrants shall be of the dry barrel type and the hydrant shoe shall have two positive acting non-corrosive drain valves that shall drain the hydrant completely by opening when the main valve is closed, and close tightly in accordance with AWWA C-502 requirements when main valve is open.
- o) The main valve assembly shall be seated in the hydrant with a bronze-to-bronze interface to facilitate removal of the main valve, should maintenance be required. The nozzle section shall consist of two-2 1/2" hose nozzles to the specified thread designation (NST) and one pumper nozzle 4 1/2" in diameter to the specified thread designation (NST), or other combination of nozzle outlets, including independent hose gate valves, as shown on the plans.
- p) Two O-ring seals shall be utilized where the main hydrant rod passes through the 1 piece bonnet.
- q) Hydrant standpipe shall be ductile iron and single piece for all bury depths.
- r) All like parts of hydrants of the same size and model produced by the same manufacturer shall be interchangeable.
- s) Hydrant shall open by turning to the left. The direction of opening is to be permanently marked on the hydrant bonnet.
- t) Threads on hose and steamer nozzles shall be National Standard unless otherwise specified.
- u) Size and shape of operating nuts cap nuts shall conform to National Standard unless otherwise specified.
- v) Bury shall be a minimum of three (3) feet measuring depth from grade line to bottom of trench or connecting pipe.
- w) Auxiliary shut-off (isolation) gate valves, when required, shall be of the same manufacture as the hydrant.

5) **COATING**

- a) The inside of all hydrants shall be coated in accordance with AWWA standards except for bronze and threaded machined surfaces. Exterior on hydrant nozzle section shall be painted Fire Hydrant Red (or other as shown on the plans).
- b) Hydrant shoes shall have an interior and exterior thermosetting epoxy coating of 5 to 6 mils meeting AWWA C550.

6) **MARKINGS:** Hydrant shall be marked with the name of the manufacturer, size of valve opening, direction of opening and the year of manufacture all in accordance with the AWWA C-502.

SOURCE: Hydrants shall be M&H Model 129, Mueller Super Centurion 250, or the American Flow Control.

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 a.m. on May 11, 2017 in the City Clerk's Office in the City Hall at 200 Forrest Street of said City for furnishing the City's requirements for the following:

COMPREHENSIVE WATER IMPROVEMENTS PHASE II PALMERS CROSSING AND IRENE CHAPEL HATTIESBURG, MISSISSIPPI

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., 301 Second Avenue, Hattiesburg, Mississippi, 39401, upon deposit of \$150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

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

BID:

COMPREHENSIVE WATER IMPROVEMENTS PHASE II PALMERS CROSSING AND IRENE CHAPEL HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the ____ day of _____ A.D., 2017.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on March 30, 2017 and April 6, 2017
City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403-1898



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-308

MEETING DATE: 03/21/2017

MINUTE BOOK NUMBER:

Brief Title: Approve the sale of grave spaces, per attached mem

Title: Approve the sale of grave spaces, per attached memo.

Type: Action Item

Drafter: Deborah Bourne

In Control: City Council

Reference:

Attachments: Memo 3-21-17 Grave Sales, Deeds-(03-21-17), Grave Receipts3-21-17

File Created: 03/13/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: February 27, 2017

The following represents the grave spaces sold on February 27, 2017

Etta Mae Jenkins

(1) Space \$ 175.00

North Half (N1/2) of the Southeast Quarter (SE1/4)

Lot 63, Section 34, Highland Cemetery

Glenda Grayson

(1) Space \$ 175.00

South Half (S1/2) of the Northeast Quarter (NE1/4)

Lot 27, Section 36, Highland Cemetery

Glenda Grayson

(1) Space \$ 175.00

North Half (N1/2) of the Southeast Quarter (SE1/4)

Lot 27, Section 36, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: March 7, 2017

The following represents the grave spaces sold on March 7, 2017

Chad Roderick

(2) Spaces \$ 350.00

Southeast Quarter (SE1/4)

Lot 40, Section 23, Highland Cemetery

Michael E. & Mary Helen West

(1) Space \$ 175.00

North Half (N1/2) of the Northwest Quarter (NW1/4)

Lot 33, Section 6, Highland Cemetery

TaShara Nakia Hosey

(1) Space \$ 175.00

North Half (N1/2) of the Southwest Quarter (SW1/4)

Lot 27, Section 33, Highland Cemetery

Annie Watts

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 60, Section 36, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: March 13, 2017

The following represents the grave spaces sold on March 13, 2017

John Adcock

(2) Spaces \$ 350.00

Southwest Quarter (SW1/4)

Lot 43, Section 35, Highland Cemetery

John Adcock

(1) Space \$ 175.00

South Half (S1/2) of the Northwest Quarter (NW1/4)

Lot 43, Section 35, Highland Cemetery

Willis & Ethel Lott

(2) Spaces \$ 350.00

Southeast Quarter (SE1/4)

Lot 75, Section 24, Highland Cemetery

James T. & Hilda R. Lacy

(2) Spaces \$ 350.00

Northwest Quarter (NW1/4)

Lot 78, Section 37, Highland Cemetery

Mary Lee Brown

(1) Space \$ 150.00

North Half (N1/2) of the Northwest Quarter (NW1/4)

Lot 71, Section 2, South Hill Cemetery

Mary Eaton Marshall

(1) Space \$ 150.00

North Half (N1/2) of the Northwest Quarter (NW1/4)

Lot 91, Section 2, South Hill Cemetery

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of 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, Chad Roderick, 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 (SE¹/₄)

Lot Number 40 Section Number 23

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of March, 2017.

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, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 21st day of March, 2017

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 Annie Watts, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE ¼)

Lot 60

Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of March, 2017.

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, Johnny L. DuPree 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

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 TaShara Nakia Hosey, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$)

Lot 27

Section 33

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of March, 2017.

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, Johnny L. DuPree 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

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 Michael E. & Mary Helen West, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW ¼)

Lot 33

Section 6

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of March, 2017.

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, Johnny L. DuPree 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

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 Etta Mae Jenkins, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE ¼)

Lot 63

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of March, 2017.

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, Johnny L. DuPree 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 are duly qualified to hold office as Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi.

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 Glenda Grayson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE ¼)

Lot 27

Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of March, 2017.

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, Johnny L. DuPree 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 are duly qualified to hold office as Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi.

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 Glenda Grayson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE ¼)

Lot 27

Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of March, 2017.

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, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me

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, John Adcock, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¹/₄)

Lot Number 43 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 21st day of March, 2017.

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, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 21st day of March, 2017

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 John Adcock, 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 (N $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$)

Lot 43

Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of March, 2017.

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, Johnny L. DuPree 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

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, Willis & Ethel Lott, 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 75 Section Number 24

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of March, 2017.

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, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 21st day of March, 2017

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, James T & Hilda R. Lacy, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 78 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of March, 2017.

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, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 21st day of March, 2017

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mary Lee Brown, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot Number: 71

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of March, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 21st day of March, 2017

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mary Eaton Marshall, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot Number: 91

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of March, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 21st day of March, 2017

Mail to:
314 Petal Drive
Petal, MS 39445

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., February 28 2017

SOLD TO:

Mr.. Mrs. Miss Chad Roderick

ADDRESS 805 Hardy Street Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SE 1/2 1/4 Lot No. 40 Section No. 23 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

Mail to:
40 Lois Ln.
Hattiesburg, MS
39402

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., March 3 2017

SOLD TO:

Mr.. Mrs. Miss Annie Watts

ADDRESS 1258 Rivington Rd. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S NE 1/2 1/4 Lot No. 60 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CU # 2439

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

Mail to:
18326 Robinwood East
Drive,
Savater, MS
39574

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., March 2 2017

SOLD TO:

Mr.. Mrs. Miss Tashara Nakia Hosey

ADDRESS 1107 East Laurel Ave. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N SW 1/2 1/4 Lot No. 27 Section No. 33 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CU # 1349

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., February 24 20 17

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 63 Section No. 34 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$

175.00

CASH 332

CITY OF HATTIESBURG, MISSISSIPPI

By

Deborah Boone
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-24- 20 17

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 27 Section No. 36 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$

175.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By

Deborah Boone
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-24 20 17

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 27 Section No. 36 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$

175.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By

Deborah Boone
Supt. of City Cemeteries

11200 Three Rivers Rd.
Apt 15-A
Gulfport, MS: 39503

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03/08/ 20 17

SOLD TO:

Mr.. Mrs. Miss Mary Lee Brown

ADDRESS 106 Ginger DR. Hattiesburg, ms. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 71 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burre
Supt. of City Cemeteries

Mari To:
1171 Roberts Rd
Mt. Olive, MS. 39119

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03/09/ 20 17

SOLD TO:

Mr.. Mrs. Miss Mary Eaton Marshall

ADDRESS 17 Lurlyn St Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 91 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burre
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., March 10 20 17

SOLD TO:

Mr.. Mrs. Miss James T. & Hilda R. Lacy

ADDRESS 309 4th Ave. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

NW $\frac{1}{4}$ Lot No. 78 Section No. 37 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CK # 4458

CITY OF HATTIESBURG, MISSISSIPPI

By XORX [Signature]
Supt. of City Cemeteries

mail to:
328 Serene Hills
Hattiesburg, MS 39402

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., March 7 2017

SOLD TO:

Mr.. Mrs. Miss William & Ethel Lott

ADDRESS 805 Hardy Street, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SE $\frac{1}{2}$ Lot No. 75 Section No. 24 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CK# 859

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Baurne
Supt. of City Cemeteries

mail to:
20 Bellegrass Blvd.
Hattiesburg, MS 39402

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-13- 2017

SOLD TO:

Mr.. Mrs. Miss John Adcock

ADDRESS 205 Bay St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW Lot No. 43 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK# 8118

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Baurne
Supt. of City Cemeteries

mail to:
20 Bellegrass Blvd
Hattiesburg, MS 39402

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-13- 2017

SOLD TO:

Mr.. Mrs. Miss John Adcock

ADDRESS 205 Bay St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SW $\frac{1}{2}$ Lot No. 43 Section No. 35 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CK# 8118

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Baurne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss. March 6 20 17

SOLD TO:

Mr. Mrs. Miss Michael E & Mary Helen West

ADDRESS 3305 Brookwood Drive, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 33 Section No. 6 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-296

MEETING DATE: 03/21/2017

MINUTE BOOK NUMBER:

Brief Title: Approve and authorize issuance of manual check.

Title: Approve and authorize issuance of manual check for CDBG Program Claims per attached memorandum. {Entitlement CDBG}

Type: Action Item

Drafter: Clarence Williams

In Control: City Council

Reference: La'Keylah White

Attachments: Memorandum for CDBG Payment Breakthrough Community Services.

File
Created: 03/10/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication
Information:

History of Legislative File

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual check for CDBG Program Claim.

DATE: March 21, 2017

Recipient:	Breakthrough Community Services
Activity:	Interim Assistance
Program:	CDBG
Project Site:	1313 Country Club Road
Amount Requested:	\$940.27
Purpose of Request:	Payment Request #1
Work Provided by:	Breakthrough Community Services



"Breaking the Shackles of Poverty Through Services"

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

INVOICE

REIMBURSEMENT

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

Phone: 601.545.4558

Project	Invoice	Billing Period
Interim Assistance – Utility Assistance Program	01	February 28, 2017

Quantity	Description	Unit Price	Total
1	Reimbursement for Utility Assistance Program – Public Service Grant *Assisted 10 individuals who met HUD's limited clientele definition. These individuals were all below 30-50% of income guideline limits and (1) 62 or older and/or (2) disabled. Proof of income and disability is verified.	1	940.27
			\$ 940.27

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

Vendor: Wilmut Gas Company
For: Ervin Eatman 0060036500013

Date: 03/03/2017 Amount: 30.44 1498

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	INVOICE AMOUNT	DIST. ACCOUNT	DIST. AMOUNT
03/03/2017	7212013	Ervin Eatman 006003650001.	30.44	050129	30.44

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

BREAKTHROUGH COMMUNITY SERVICES, INC.

COUNSELING & EDUCATION ACCOUNT
TAX ID #31-1676092
1313 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401

TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

1498

NUMBER

85-27/653

1498

DATE

AMOUNT

03/03/2017

*****30.44

PAY
TO THE
ORDER
OF

THIRTY DOLLARS AND FORTY FOUR CENTS

Wilmut Gas Company
315 South Main Street
Hattiesburg MS 39401

For: Ervin Eatman 0060036500013


MP

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈001498⑈ ⑆065300279⑆ ⑈4800185868⑈

Vendor: Mississippi Power Company Date: 03/03/2017 Amount: 100.00 1490
For: Renatha Canty

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	INVOICE DIST. AMOUNT ACCOUNT	DIST. AMOUNT
03/03/2017	7112015	Renatha Canty	100.00 050129	100.00

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BREAKTHROUGH COMMUNITY SERVICES, INC.

COUNSELING & EDUCATION ACCOUNT

TAX ID #31-1876092

1313 COUNTRY CLUB ROAD

HATTIESBURG, MISSISSIPPI 39401

TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

1490

NUMBER

85-27/653

1490

DATE

AMOUNT

03/03/2017

*****100.00

PAY
TO THE
ORDER
OF

ONE HUNDRED DOLLARS AND NO CENTS

Mississippi Power Company
420 West Pine Street
Hattiesburg MS 39401

For: Renatha Canty

[Signature] MP
MP

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⑈001490⑈ ⑆065300279⑆ ⑈4800185868⑈

Details on back



Security Features include:



Vendor: Mississippi Power Company Date: 03/03/2017 Amount: 64.40 1488
For: Lucille Bell 43921-82002
INVOICE INVOICE INVOICE
DATE NUMBER DESCRIPTION AMOUNT ACCOUNT DIST.
03/03/2017 7112013 Lucille Bell 43921-82002 64.40 050129 AMOUNT
64.40

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

BREAKTHROUGH COMMUNITY SERVICES, INC.

COUNSELING & EDUCATION ACCOUNT

TAX ID #31-1676092

1313 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401

TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

85-27/653

1488

NUMBER

1488

DATE

03/03/2017

AMOUNT

*****64.40

PAY
TO THE
ORDER
OF

SIXTY FOUR DOLLARS AND FORTY CENTS

Mississippi Power Company
420 West Pine Street
Hattiesburg MS 39401

For: Lucille Bell 43921-82002

[Signature] MP
MP

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈001488⑈ ⑆065300279⑆ ⑈4800185868⑈

Vendor: Mississippi Power Company

Date: 03/03/2017 Amount: 82.30

1489

For: Jennifer Bowens

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION
03/03/2017	7112014	Jennifer Bowens

INVOICE AMOUNT	DIST. ACCOUNT
82.30	050129

DIST. AMOUNT
82.30

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

BREAKTHROUGH COMMUNITY SERVICES, INC.

COUNSELING & EDUCATION ACCOUNT

TAX ID #31-1676092

1313 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401

TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

85-27/653

1489

NUMBER

1489

DATE

03/03/2017

AMOUNT

*****82.30

EIGHTY TWO DOLLARS AND THIRTY CENTS

PAY
TO THE
ORDER
OF

Mississippi Power Company
420 West Pine Street
Hattiesburg MS 39401

For: Jennifer Bowens


MP
MP

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈001489⑈ ⑆065300279⑆ ⑆4800185868⑈

Details on back



Security Features Included

Microprint
SECURE
SECURE

Vendor: Mississippi Power Company
For: John Clay 20081-82029
Date: 03/03/2017 Amount: 100.00

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	INVOICE DIST. AMOUNT ACCOUNT	DIST. AMOUNT
03/03/2017	7112016	John Clay 20081-82029	100.00 050129	100.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

BREAKTHROUGH COMMUNITY SERVICES, INC.

COUNSELING & EDUCATION ACCOUNT
TAX ID #31-1676092
1313 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401

TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

1491

NUMBER

85-27/653

1491

DATE

AMOUNT

03/03/2017

*****100.00

PAY
TO THE
ORDER
OF

ONE HUNDRED DOLLARS AND NO CENTS

Mississippi Power Company
420 West Pine Street
Hattiesburg MS 39401

For: John Clay 20081-82029


MP

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈001491⑈ ⑆065300279⑆ ⑈4800185868⑈

Vendor: Mississippi Power Company
For: Ervin Eatman

Date: 03/03/2017 Amount: 69.56 1492

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	INVOICE AMOUNT	DIST. ACCOUNT	DIST. AMOUNT
03/03/2017	7112017	Ervin Eatman	69.56	050129	69.56

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

BREAKTHROUGH COMMUNITY SERVICES, INC.

COUNSELING & EDUCATION ACCOUNT
TAX ID #31-1676092
1313 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401

TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

1492

NUMBER

85-27/653

1492

DATE

AMOUNT

03/03/2017

*****69.56

SIXTY NINE DOLLARS AND FIFTY SIX CENTS

PAY
TO THE
ORDER
OF

Mississippi Power Company
420 West Pine Street
Hattiesburg MS 39401

For: Ervin Eatman

[Signature] MP
MP

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. THE IMAGE DISAPPEARS WITH HEAT.

⑈001492⑈ ⑆065300279⑆ ⑈4800185868⑈

1493

Vendor: Mississippi Power Company
For: Manay Haynes 11850-31093

Date: 03/03/2017 Amount: 100.00

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	INVOICE DIST. AMOUNT ACCOUNT	DIST. AMOUNT
03/03/2017	7112018	Manay Haynes 11850-31093	100.00 050129	100.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

BREAKTHROUGH COMMUNITY SERVICES, INC.

COUNSELING & EDUCATION ACCOUNT

TAX ID #31-1676092

1313 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401

TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

1493

NUMBER

85-27/853

1493

DATE

AMOUNT

03/03/2017

*****100.00

PAY
TO THE
ORDER
OF

ONE HUNDRED DOLLARS AND NO CENTS

Mississippi Power Company
420 West Pine Street
Hattiesburg MS 39401

[Signature]
MP

For: Manay Haynes 11850-31093

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈001493⑈ ⑆065300279⑆ ⑈4800185868⑈

Vendor: Mississippi Power Company

Date: 03/03/2017

Amount: 93.57

1494

For: Pamela Knight 43801-82243

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	INVOICE DIST. AMOUNT ACCOUNT	DIST. AMOUNT
03/03/2017	7112019	Pamela Knight 43801-82243	93.57 050129	93.57

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

BREAKTHROUGH COMMUNITY SERVICES, INC.

COUNSELING & EDUCATION ACCOUNT

TAX ID #31-1676092

1313 COUNTRY CLUB ROAD

HATTIESBURG, MISSISSIPPI 39401

TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

NUMBER

85-27/653

1494

DATE

AMOUNT

03/03/2017

*****93.57

NINETY THREE DOLLARS AND FIFTY SEVEN CENTS

PAY
TO THE
ORDER
OF

Mississippi Power Company
420 West Pine Street
Hattiesburg MS 39401

For: Pamela Knight 43801-82243

[Handwritten Signature]

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈001494⑈ ⑆065300279⑆ ⑈4800185868⑈

Vendor: Mississippi Power Company
For: Mary Oatis 32591-81008
Date: 03/03/2017 Amount: 100.00

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	INVOICE DIST. AMOUNT ACCOUNT	DIST. AMOUNT
03/03/2017	7112020	Mary Oatis 32591-81008	100.00 050129	100.00

BREAKTHROUGH COMMUNITY SERVICES, INC.

COUNSELING & EDUCATION ACCOUNT
TAX ID #31-1676092
1313 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401

TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

85-27/653

1495

NUMBER

1495

DATE

03/03/2017

AMOUNT

*****100.00

ONE HUNDRED DOLLARS AND NO CENTS

BY
OF THE
ORDER
OF

Mississippi Power Company
420 West Pine Street
Hattiesburg MS 39401

For: Mary Oatis 32591-81008



IP

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈001495⑈ ⑆065300279⑆ ⑈4800185868⑈

Vendor: Mississippi Power Company
For: Sandra Simmons 05691-83366
INVOICE INVOICE INVOICE
DATE NUMBER DESCRIPTION
03/03/2017 7112021 Sandra Simmons 05691-8336

Date: 03/03/2017 Amount: 100.00

1496

INVOICE DIST.
AMOUNT ACCOUNT
100.00 050129
DIST.
AMOUNT
100.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

BREAKTHROUGH COMMUNITY SERVICES, INC.

COUNSELING & EDUCATION ACCOUNT

TAX ID #31-1876092

1313 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401

TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

1496

NUMBER

85-27/653

1496

DATE

AMOUNT

03/03/2017

*****100.00

PAY

ONE HUNDRED DOLLARS AND NO CENTS

Vendor: Mississippi Power Company Date: 03/03/2017 Amount: 100.00 1497
For: Barbara Washer 62311-86026
INVOICE INVOICE INVOICE INVOICE DIST.
DATE NUMBER DESCRIPTION AMOUNT ACCOUNT DIST.
03/03/2017 7112022 Barbara Washer 62311-860: 100.00 050129 100.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

BREAKTHROUGH COMMUNITY SERVICES, INC.

COUNSELING & EDUCATION ACCOUNT

TAX ID #31-1676092

1313 COUNTRY CLUB ROAD
HATTIESBURG, MISSISSIPPI 39401

TRUSTMARK NATIONAL BANK
HATTIESBURG, MISSISSIPPI

85-27/653

1497

NUMBER

1497

DATE

03/03/2017

AMOUNT

*****100.00

ONE HUNDRED DOLLARS AND NO CENTS

AY



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-298

MEETING DATE: 03/21/2017

MINUTE BOOK NUMBER:

Brief Title: Approve claims docket for the period ending March

Title: Approve claims docket for the period ending March 17, 2017.

Type: Action Item

Drafter: Kermas Eaton

In Control: City Council

Reference:

Attachments: Claims Docket 3-17-17

File Created: 03/10/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication Information:

History of Legislative File

CITY OF HATTIESBURG

Page - 1

DOCKET OF CLAIMS

Date - 03/16/17

PERIOD ENDING MARCH 17, 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 ACUITY GROUP OF MISSISSI	11401	00168476	16003589	MONTHLY CONTRACT	03/17/17	256111	1,134.00-

ACUITY GROUP OF MISSISSI							1,134.00-
Sum							1,134.00-
00001 ADVANCED JANITORIAL SERV	101080	CITY 00168591	16003650	SERVS 2/17 CITY HALL/ENGR	03/17/17	256113	1,925.00-
00001 ADVANCED JANITORIAL SERV	101080	TRAFF 00168591	16003651	SERVS 2/17 TRAFFIC	03/17/17	256113	250.00-

ADVANCED JANITORIAL SERV							2,175.00-
Sum							2,175.00-
00001 ALLBRITTON CHAIN SAW & L	48193	00167858	16003566	CHAINSAWS/PTS FIRE DEPT	03/17/17	256115	2,891.73-
00001 ALLBRITTON CHAIN SAW & L	48631	00168377	16003697	WEEDEATER PTS PUBLIC WORKS	03/17/17	256115	279.50-

ALLBRITTON CHAIN SAW & L							3,171.23-
Sum							3,171.23-
00001 ANDERSON RETAIL INC	125980	00168213	16003841	REPLACE CARPET PURCH OFFICE	03/17/17	256117	386.26-

ANDERSON RETAIL INC							386.26-
Sum							386.26-
00001 ANOINTED HANDS SERVICES,	2940	00168636	16003682	JANIT SUPP EMP MED CLINIC	03/17/17	256118	280.00-

ANOINTED HANDS SERVICES,							280.00-
Sum							280.00-
00001 ARDY,S AUTO SPA	#1 PO#168187	00168187	16003705	CLEAN/DETAIL U#18555 STREET	03/17/17	256119	125.00-

ARDY,S AUTO SPA							125.00-
Sum							125.00-
00001 ARNOLD LINE WATER ASSN I	2145 2/17/17	00020176	16003539	SERV 1/20-2/16/17 #8 FIRE STA	03/17/17	256122	30.00-

ARNOLD LINE WATER ASSN I							30.00-
Sum							30.00-
00001 AROUND CAMPUS	355369 INV56	00168444	16003592	POLICE AD USM CAMPUS	03/17/17	256123	1,250.00-

AROUND CAMPUS							1,250.00-
Sum							1,250.00-
00001 ARROWHEAD FORENSICS	95220	00168371	16003890	DRUG TEST KITS POLICE DEPT	03/17/17	256124	108.78-

ARROWHEAD FORENSICS							108.78-
Sum							108.78-
00001 ASSA ABLOY ENTRANCE SYST	168161	00168161	16003726	HANDICAP PUSHPLATE T DEPOT	03/17/17	256125	150.00-

ASSA ABLOY ENTRANCE SYST							150.00-
Sum							150.00-
00001 AT&T	601M26940440	00020173	16003605	SERV 11/8/16-3/7/17 POLICE	03/17/17	256126	304.00-
00001 AT&T	601M23905500	00020176	16003711	VEHICLE LOCATOR 3/17 POLICE	03/17/17	256127	202.00-
00001 AT&T	601 N81-8327	02017380	16003838	MNTHLY 3/17 VARI DEPTS	03/17/17	256128	13,839.18-

AT&T								
Sum								14,345.18-
00001	AT&T LONG DISTANCE SERVI	0266463803	02017371	16003759	LONG DISTANCE SERVICE	03/17/17	256129	229.46-

AT&T LONG DISTANCE SERVI								
Sum								229.46-
00001	AT&T MOBILITY	287273578351	00168447	16003586	WIRELESS BILLING 1/17 VARI	03/17/17	256130	7,256.77-
00001	AT&T MOBILITY	287273861504	00168782	16003845	GPS TRACKING VARI DEPTS	03/17/17	256130	136.52-

AT&T MOBILITY								
Sum								7,393.29-
00001	AUTO ARMATURE SERVICE IN	09220	00168315	16003490	BATTERY TRAFFIC DEPT	03/17/17	256131	127.95-
00001	AUTO ARMATURE SERVICE IN	09248	00168355	16003513	BATTERY U#16238 CEMETERY	03/17/17	256131	189.95-
00001	AUTO ARMATURE SERVICE IN	1783	00168428	16003569	BATTERY U#18707 PUBLIC WORKS	03/17/17	256131	112.95-
00001	AUTO ARMATURE SERVICE IN	09252	00168547	16003698	STARTER U#10690 CONSTR	03/17/17	256131	199.95-
00001	AUTO ARMATURE SERVICE IN	09253	00168547	16003699	ALTERNATOR U#13514 CONSTR	03/17/17	256131	139.95-
00001	AUTO ARMATURE SERVICE IN	09254	00168547	16003700	BATTERY U#19294 PUBLIC WORKS	03/17/17	256131	112.95-
00001	AUTO ARMATURE SERVICE IN	09258	00168667	16003861	BATTERY U#16076 STREET	03/17/17	256131	112.95-
00001	AUTO ARMATURE SERVICE IN	09259	00168667	16003862	BATTERY U#13987 STREET	03/17/17	256131	112.95-

AUTO ARMATURE SERVICE IN								
Sum								1,109.60-
00001	AUTOMOTIVE GLASS SPECIAL	I212861	00168148	16003468	REPRS U#20585 BUS TORNADO '17	03/17/17	256132	1,716.25-
00001	AUTOMOTIVE GLASS SPECIAL	I213013	00168226	16003484	REPRS U#18098 TORNADO 2017	03/17/17	256132	390.00-
00001	AUTOMOTIVE GLASS SPECIAL	I212511	00167649	16003499	WINDSHIELD U#16009 TORNADO '17	03/17/17	256132	345.00-
00001	AUTOMOTIVE GLASS SPECIAL	I213065	00168292	16003734	W/SHIELD REPR U#18098 TORNADO	03/17/17	256132	60.00-
00001	AUTOMOTIVE GLASS SPECIAL	I213310	00168510	16003738	DOOR GLASS U#20199 CEM THEFT	03/17/17	256132	225.00-
00001	AUTOMOTIVE GLASS SPECIAL	I213378	00168490	16003794	WINDOW U#14403 TORNADO 2017	03/17/17	256132	260.00-

AUTOMOTIVE GLASS SPECIAL								
Sum								2,996.25-
00001	A1 GRAPHICS	4111	00168477	16003881	UNIFORMS J COLLINS P/F ACDMY	03/17/17	256133	153.50-

A1 GRAPHICS								
Sum								153.50-
00001	BARNEY'S OF LAFAYETTE	23856	00167946	16003472	ACCESSORY HOLSTERS BYRNE 2015	03/17/17	256136	30.40-
00001	BARNEY'S OF LAFAYETTE	00113880-0	00167859	16003545	HOLSTERS BYRNE GRANT 2015	03/17/17	256136	9,801.44-
00001	BARNEY'S OF LAFAYETTE	23873	00167859	16003546	HOLSTERS BYRNE GRANT 2015	03/17/17	256136	631.90-

BARNEY'S OF LAFAYETTE								
Sum								10,463.74-
00001	BODY TECH INC	4750 PO#1683	00168324	16003795	REPRS U#14403 TORNADO 2017	03/17/17	256140	200.00-

BODY TECH INC								
Sum								200.00-
00001	BOURNE BROTHERS PRINTING	60035	00167845	16003707	OPEN/CLOSE GRAVE RCPT BOOKS	03/17/17	256142	415.00-

BOURNE BROTHERS PRINTING								
Sum								415.00-

00001 BRACKMAN SERVICE CO	PO#168570 2/	00168570 16003752 REPR WASHER #3 FIRE STA	03/17/17	256144	220.00-

BRACKMAN SERVICE CO					
Sum					220.00-
00001 BROADDUS & ASSOCIATES	4101-01A	00168846 16003942 DISASTER ADM PROJECT 2/4-19	03/17/17	256146	32,010.00-
00001 BROADDUS & ASSOCIATES	4101-01B	00168846 16003943 DISASTER ADM PROJECT 2/20-28	03/17/17	256146	21,676.25-

BROADDUS & ASSOCIATES					
Sum					53,686.25-
00001 BROWNELLS INC	13653422.00	00167976 16003728 WEAPON REPAIR KITS	03/17/17	256148	99.30-

BROWNELLS INC					
Sum					99.30-
00001 BRUCE ROSSMEYERS DAYTONA	04012017	00168838 16003907 MTRCYCLE LEASE 4/17-6/17	03/17/17	256149	12,420.00-

BRUCE ROSSMEYERS DAYTONA					
Sum					12,420.00-
00001 BRUNINI	218832	00168418 16003543 SRVS GENERAL-SSOS	03/17/17	256150	22,429.08-
00001 BRUNINI	216739	00168482 16003591 SERVS GENERAL SSOS	03/17/17	256150	11,114.00-
00001 BRUNINI	217334	00168493 16003608 SERVS 11/16 GENERAL SSOS	03/17/17	256150	6,177.84-

BRUNINI					
Sum					39,720.92-
00001 BULK FUELS, LLC	2554	00164080 16003669 CRANK CASE MOTOR OIL SHOP	03/17/17	256152	125.00-

BULK FUELS, LLC					
Sum					125.00-
00001 BURNHAM, WILLIAM S	TRAVEL REIMB	00168461 16003595 EXPNS LEADERSHIP CLASS JKSN	03/17/17	256153	54.76-

BURNHAM, WILLIAM S					
Sum					54.76-
00001 C A L E A INC	INV24565	00168842 16003905 ANNUAL CONTINUATION FEE	03/17/17	256154	4,670.00-

C A L E A INC					
Sum					4,670.00-
00001 C SPIRE (MEGAGATE)	1037322	00168706 16003742 INET/NETWORK 3/17 INFO TECH	03/17/17	256155	17,840.40-

C SPIRE (MEGAGATE)					
Sum					17,840.40-
00001 CANON SOLUTIONS AMERICA	4021626696	00168747 16003772 COPIER MAINT PURCH DEPT	03/17/17	256156	43.43-

CANON SOLUTIONS AMERICA					
Sum					43.43-
00001 CARQUEST AUTO PARTS STOR	14758-85085	00168285 16003487 REPR PTS U#14682 LAND CODE	03/17/17	256160	99.96-
00001 CARQUEST AUTO PARTS STOR	14758-83101	00167325 16003547 REPR PTS POLICE SHOP	03/17/17	256160	595.57-
00001 CARQUEST AUTO PARTS STOR	14758-83898	00167545 16003548 REPR PTS U#17897 POLICE	03/17/17	256160	86.54-
00001 CARQUEST AUTO PARTS STOR	14758-83901	00167631 16003549 REPR PTS SHOP STOCK	03/17/17	256160	111.95-
00001 CARQUEST AUTO PARTS STOR	14758-83905	00167631 16003550 REPR PTS SHOP STOCK	03/17/17	256160	32.76-
00001 CARQUEST AUTO PARTS STOR	14758-83907	00167631 16003551 REPR PTS SHOP STOCK	03/17/17	256160	198.36-
00001 CARQUEST AUTO PARTS STOR	14758-84029	00167736 16003552 REPR PTS U#17317 POLICE	03/17/17	256160	246.36-
00001 CARQUEST AUTO PARTS STOR	14758-84031	00167736 16003553 REPR PTS U#17573 POLICE	03/17/17	256160	77.08-
00001 CARQUEST AUTO PARTS STOR	14758-84041	00167736 16003554 REPR PTS U#17579 POLICE	03/17/17	256160	77.08-

00001	CARQUEST	AUTO	PARTS	STOR	14758-84043	00167736	16003555	REPR	PTS	POLICE	STOCK	03/17/17	256160	86.62-
00001	CARQUEST	AUTO	PARTS	STOR	14758-84052	00167736	16003556	REPR	PTS	U#17577	POLICE	03/17/17	256160	111.95-
00001	CARQUEST	AUTO	PARTS	STOR	14758-84054	00167736	16003557	REPR	PTS	U#18323	POLICE	03/17/17	256160	162.04-
00001	CARQUEST	AUTO	PARTS	STOR	14758-84056	00167736	16003558	REPR	PTS	U#19703	POLICE	03/17/17	256160	65.99-
00001	CARQUEST	AUTO	PARTS	STOR	14758-84058	00167736	16003559	REPR	PTS	U#18317	POLICE	03/17/17	256160	130.62-
00001	CARQUEST	AUTO	PARTS	STOR	14758-84059	00167736	16003560	REPR	PTS	U#18328	POLICE	03/17/17	256160	77.08-
00001	CARQUEST	AUTO	PARTS	STOR	14758-84581	00167927	16003561	REPR	PTS	U#18204	/STOCK	03/17/17	256160	181.85-
00001	CARQUEST	AUTO	PARTS	STOR	14758-84578	00167969	16003562	REPR	PTS	U#18332	/STOCK	03/17/17	256160	140.78-
00001	CARQUEST	AUTO	PARTS	STOR	14758-84575	00168019	16003563	REPR	PTS	POLICE	STOCK	03/17/17	256160	36.46-
00001	CARQUEST	AUTO	PARTS	STOR	14758-85120	00168174	16003573	GREASE	FOR	CONSTR	EXCAVATOR	03/17/17	256160	94.89-
00001	CARQUEST	AUTO	PARTS	STOR	14758-83896	00167496	16003577	REPR	PTS	U#13062	SANIT	03/17/17	256160	19.66-
00001	CARQUEST	AUTO	PARTS	STOR	14758-83890	00167496	16003578	REPR	PTS	U#13062	SANIT	03/17/17	256160	106.07-
00001	CARQUEST	AUTO	PARTS	STOR	14758-83894	00167496	16003579	REPR	PTS	U#13062	SANIT	03/17/17	256160	53.36-
00001	CARQUEST	AUTO	PARTS	STOR	14758-83892	00167496	16003580	REPR	PTS	U#17018	SANIT	03/17/17	256160	12.24-
00001	CARQUEST	AUTO	PARTS	STOR	14758-86032	00168598	16003859	REPR	PTS	U#14497	TRAFFIC	03/17/17	256160	119.30-
00001	CARQUEST	AUTO	PARTS	STOR	14758-86029	00168598	16003860	REPR	PTS	SHOP	STOCK	03/17/17	256160	19.90-
00001	CARQUEST	AUTO	PARTS	STOR	14758-86044	00168425	16003863	REPR	PTS	U#9169	STREET	03/17/17	256160	28.76-
00001	CARQUEST	AUTO	PARTS	STOR	14758-86047	00168425	16003864	REPR	PTS	U#9169	STREET	03/17/17	256160	7.98-
00001	CARQUEST	AUTO	PARTS	STOR	14758-86048	00168425	16003865	SHOP	SUPPLIES			03/17/17	256160	34.50-
00001	CARQUEST	AUTO	PARTS	STOR	14758-86006	00168384	16003868	REPR	PTS	U#11946	CONSTR	03/17/17	256160	138.02-
00001	CARQUEST	AUTO	PARTS	STOR	14758-86008	00168384	16003869	REPR	PTS	U#14676	SANIT	03/17/17	256160	125.10-
00001	CARQUEST	AUTO	PARTS	STOR	14758-86009	00168384	16003870	SPARK	PLUGS-WEEDEATERS-SANIT			03/17/17	256160	38.08-
00001	CARQUEST	AUTO	PARTS	STOR	14758-85821	00168383	16003871	REPR	PTS	U#17529	SANIT	03/17/17	256160	126.10-
00001	CARQUEST	AUTO	PARTS	STOR	14758-85822	00168383	16003872	REPR	PTS	U#17529	SANIT	03/17/17	256160	47.83-
00001	CARQUEST	AUTO	PARTS	STOR	14758-85824	00168383	16003873	REPR	PTS	U#14714	SANIT	03/17/17	256160	156.17-
00001	CARQUEST	AUTO	PARTS	STOR	14758-85826	00168383	16003874	REPR	PTS	U#14677	SANIT	03/17/17	256160	37.27-

CARQUEST AUTO PARTS STOR														
Sum														3,684.28-
00001	CARROT TOP INDUSTRIES	IN			33509300	00168539	16003661	TABLE	CLOTH	PUBLIC	EVENTS	03/17/17	256161	270.52-

CARROT TOP INDUSTRIES IN														
Sum														270.52-
00001	CENTER FOR GOVERNMENT AN	REG	MARTIN	3		00168496	16003609	REG	MARTIN	MMSC	TRAINING	03/17/17	256163	200.00-

CENTER FOR GOVERNMENT AN														
Sum														200.00-
00001	CERTIFIED LABORATORIES				2623419	00168021	16003758	OIL	FOR	POLICE	SHOP	03/17/17	256165	1,389.25-
00001	CERTIFIED LABORATORIES				2646454	00168629	16003939	CHEMICALS	PUBLIC	WORKS		03/17/17	256165	4,667.25-

CERTIFIED LABORATORIES														
Sum														6,056.50-
00001	CITY OF HATTIESBURG FUND	TRF	1ST	3/17		02017345	16003451	TRF	1ST	3/17	PAYROLL	03/01/17	111640	994,593.21-
00001	CITY OF HATTIESBURG FUND	TRF	2ND	3/17		02017382	16003837	TRF	2ND	3/17	PAYROLL	03/15/17	111653	1,201,927.70-
00001	CITY OF HATTIESBURG FUND	TRF	2ND	3/17		02017562	16003894	TRF	2ND	3/17	PAYROLL	03/16/17	111662	500.00-

CITY OF HATTIESBURG FUND														
Sum														2,197,020.91-
00001	CLARION LEDGER (ADVERTIS	TCL-C19347	A			00168603	16003712	CITY	WIDE	ADS/NOTICES		03/17/17	256169	72.98-
00001	CLARION LEDGER (ADVERTIS	TCL-C19347	A			00168603	16003713	CITY	WIDE	ADS AND NOTICES		03/17/17	256169	66.28-
00001	CLARION LEDGER (ADVERTIS	TCL-C19347	A			00168603	16003714	CITY	WIDE	ADS AND NOTICES		03/17/17	256169	67.62-

00001	CLARION	LEDGER	(ADVERTIS	TCL-C19347	A	00168603	16003715	CITY WIDE ADS AND NOTICES	03/17/17	256169	68.96-
00001	CLARION	LEDGER	(ADVERTIS	TCL-C19347	A	00168603	16003716	CITY WIDE ADS AND NOTICES	03/17/17	256169	66.28-
00001	CLARION	LEDGER	(ADVERTIS	TCL-C19347	A	00168603	16003717	CITY WIDE ADS AND NOTICES	03/17/17	256169	68.96-
00001	CLARION	LEDGER	(ADVERTIS	TCL-C19347	A	00168603	16003718	CITY WIDE ADS AND NOTICES	03/17/17	256169	66.28-
00001	CLARION	LEDGER	(ADVERTIS	TCL-C19347	A	00168603	16003719	CITY WIDE ADS AND NOTICES	03/17/17	256169	68.96-
00001	CLARION	LEDGER	(ADVERTIS	TCL-C19347	A	00168603	16003720	CITY WIDE ADS AND NOTICES	03/17/17	256169	70.30-
00001	CLARION	LEDGER	(ADVERTIS	TCL-C19347	A	00168603	16003721	CITY WIDE ADS AND NOTICES	03/17/17	256169	66.28-
00001	CLARION	LEDGER	(ADVERTIS	TCL-C19347	A	00168603	16003722	CITY WIDE ADS AND NOTICES	03/17/17	256169	70.30-
00001	CLARION	LEDGER	(ADVERTIS	TCL-C19347	A	00168603	16003723	CITY WIDE ADS AND NOTICES	03/17/17	256169	66.28-
00001	CLARION	LEDGER	(ADVERTIS	TCL-C19347	A	00168603	16003724	CITY WIDE ADS AND NOTICES	03/17/17	256169	66.28-
00001	CLARION	LEDGER	(ADVERTIS	C19347 58366		00168704	16003740	CITY WIDE ADS AND NOTICES	03/17/17	256169	438.52-

CLARION LEDGER (ADVERTIS											
Sum											1,324.28-
00001	COMCAST	CABLEVISION	OF H	095777455960		00168350	16003461	CABLE 2/15-3/14 CITY HALL	03/17/17	256172	33.40-
00001	COMCAST	CABLEVISION	OF H	095777456150		00168416	16003571	CABLE SERV 2/17 PUBLIC WORKS	03/17/17	256172	67.02-
00001	COMCAST	CABLEVISION	OF H	095776209390		00168568	16003656	CABLE 3/17 EMP MED CLINIC	03/17/17	256172	155.93-
00001	COMCAST	CABLEVISION	OF H	095777456110		00168677	16003733	CONVERTER BOX POLICE DEPT	03/17/17	256172	26.81-
00001	COMCAST	CABLEVISION	OF H	095776394130		00168744	16003792	CABLE SERV TRAFFIC/CONSTR	03/17/17	256172	6.71-

COMCAST CABLEVISION OF H											
Sum											289.87-
00001	COMMERCIAL	STATIONERY	CO	394628-0		00166182	16003782	OFFICE SUPP P/F ACADEMY	03/17/17	256173	1,015.98-
00001	COMMERCIAL	STATIONERY	CO	394628-1		00166182	16003783	OFFICE SUPP P/F ACADEMY	03/17/17	256173	3.40-
00001	COMMERCIAL	STATIONERY	CO	396938-0		00167707	16003784	OFFICE SUPP P/F ACADEMY	03/17/17	256173	145.62-
00001	COMMERCIAL	STATIONERY	CO	397867-0		00168399	16003785	JANIT SUPP P/F ACADEMY	03/17/17	256173	416.89-
00001	COMMERCIAL	STATIONERY	CO	C 394628-0		00166182	16003806	CREDIT	03/17/17	256173	104.85

COMMERCIAL STATIONERY CO											
Sum											1,477.04-
00001	CONFERENCE	ON CRIME	AGAI	REG MYERS-MI		00168561	16003659	REG MYERS-MITCHELL 5/21-25/17	03/17/17	256175	460.00-
00001	CONFERENCE	ON CRIME	AGAI	REG MOORE 5/		00168561	16003660	REG MOORE CONF 5/21/25/17	03/17/17	256175	460.00-

CONFERENCE ON CRIME AGAI											
Sum											920.00-
00001	CONSOLIDATED	FLEET SERVI		2017AS0030		00164846	16003729	TEST LADDERS FIRE DEPT	03/17/17	256176	2,899.00-

CONSOLIDATED FLEET SERVI											
Sum											2,899.00-
00001	COURTESY	MOTORS INC		219557 (A)		00168288	16003575	DIAGNOSTICS U#18608 WIPERS	03/17/17	256178	90.00-
00001	COURTESY	MOTORS INC		219557 (B)		00168359	16003576	REPR WIPERS U#18608 CONSTR	03/17/17	256178	154.86-

COURTESY MOTORS INC											
Sum											244.86-
00001	CRAIN	TRACTOR & EQUIPMEN		RO69883		00165480	16003493	REPRS U#16723 PUBLIC WORKS	03/17/17	256181	1,384.80-
00001	CRAIN	TRACTOR & EQUIPMEN		RO69885		00165516	16003494	REPRS U#15514 PUBLIC WORKS	03/17/17	256181	1,850.60-
00001	CRAIN	TRACTOR & EQUIPMEN		RO69961		00167264	16003495	REPRS U#15999 PUBLIC WORKS	03/17/17	256181	3,764.14-

CRAIN TRACTOR & EQUIPMEN											
Sum											6,999.54-
00001	CROWDERGULF			HAT021917-01		00168840	16003910	DEBRIS REMOVAL TORNADO 1/2017	03/17/17	256182	392,942.25-
00001	CROWDERGULF			HAT021917-02		00168841	16003911	DEBRIS REMOVAL TORNADO 1/2017	03/17/17	256182	41,601.00-

CROWDERGULF							
Sum							434,543.25-
00001	CUSTOM CREATIONS	16417	00168707	16003751	RECRUIT CLASS #34 FLAG	03/17/17 256183	30.00-

CUSTOM CREATIONS							
Sum							30.00-
00001	D P S CRIME LAB	90059150	00168592	16003695	FIRE SCENE EVIDENCE ANALYSIS	03/17/17 256185	60.00-
00001	D P S CRIME LAB	90059151	00168681	16003745	ANALYTICAL SERVVS	03/17/17 256185	840.00-

D P S CRIME LAB							
Sum							900.00-
00001	DAKTECH COMPUTERS	INV0329649	00168299	16003730	COMPUTERS/LAPTOP TORNADO 2017	03/17/17 256186	4,126.00-

DAKTECH COMPUTERS							
Sum							4,126.00-
00001	DEBRISTECH	001050	00168839	16003912	DEBRIS RMVL MONITOR TORNADO	03/17/17 256187	138,379.25-

DEBRISTECH							
Sum							138,379.25-
00001	DELGADO, DEBORAH DENARD	TRAVEL ADVAN	00168402	16003633	TRAVEL ADVANCE D DELGADO	03/07/17 111648	559.20-
00001	DELGADO, DEBORAH DENARD	TRAV ADVANCE	00168402	16003454	TRAV ADV NLC CONF WASHINGTON	03/17/17 256188	559.20-

DELGADO, DEBORAH DENARD							
Sum							1,118.40-
00001	DENSON OIL COMPANY INC	101815	00167967	16003452	DIESEL FOR FUEL STATION	03/17/17 256189	7,927.06-
00001	DENSON OIL COMPANY INC	101988	00168177	16003453	DIESEL FOR FUEL STATION	03/17/17 256189	7,864.80-

DENSON OIL COMPANY INC							
Sum							15,791.86-
00001	DUNBAR MONROE PA	16158	00168439	16003544	CABLE FRANCHISE RENEWAL	03/17/17 256195	34.00-

DUNBAR MONROE PA							
Sum							34.00-
00001	DUPREE, JOHNNY MAYOR	TRAVEL REIMB	00168708	16003739	EXPNS MML SUMMIT CLEVELAND,MS	03/17/17 256196	1,528.40-
00001	DUPREE, JOHNNY MAYOR	TRAVEL REIMB	00168746	16003770	EXPNS MAYORS CONF WASHINGTON	03/17/17 256196	464.20-

DUPREE, JOHNNY MAYOR							
Sum							1,992.60-
00001	ECONOMY SUPPLY CO	267805	00168284	16003503	ROOFING/CEMENT LIFE CENTER	03/17/17 256197	76.00-
00001	ECONOMY SUPPLY CO	267905	00168112	16003572	PORTLAND CEMENT PUBLIC WORKS	03/17/17 256197	402.50-
00001	ECONOMY SUPPLY CO	268107	00168330	16003574	PLYWOOD CONSTR DEPT SHOP	03/17/17 256197	31.92-
00001	ECONOMY SUPPLY CO	267927	00168380	16003620	ENTRY LOCK PUBLIC WORKS	03/17/17 256197	45.95-
00001	ECONOMY SUPPLY CO	268339	00168452	16003642	WOOD NEIGHBRHD ASSOC SIGNS	03/17/17 256197	39.92-

ECONOMY SUPPLY CO							
Sum							596.29-
00001	EMERGENCY EQUIPMENT PROF	425486	00167385	16003482	REPR PTS U#18098 TORNADO 2017	03/17/17 256199	1,705.26-
00001	EMERGENCY EQUIPMENT PROF	425361	00168170	16003638	REPR PTS U#13932 FIRE DEPT	03/17/17 256199	348.74-

EMERGENCY EQUIPMENT PROF							
Sum							2,054.00-

00001 EMERGENCY MANAGEMENT DIS 4TH QTR CONT 00168469 16003599 CONTRIB QTR END 3/31/17	03/17/17	256200	25,250.00-

EMERGENCY MANAGEMENT DIS			
Sum			25,250.00-
00001 EMPLOY TEST LLC 28231 00168689 16003877 SKILLS TEST FOR APPLICANTS	03/17/17	256202	2,018.75-

EMPLOY TEST LLC			
Sum			2,018.75-
00001 EQUIFAX INFORMATION SERV 4134372 00168327 16003475 ONLINE INVESTIGATION	03/17/17	256204	11.62-

EQUIFAX INFORMATION SERV			
Sum			11.62-
00001 EVAWI REG HARPER 4 00168705 16003749 REG HARPER CONF ORLANDO	03/17/17	256205	545.00-
00001 EVAWI REG MCDONALD 00168705 16003750 REG MCDONALD CONF ORLANDO	03/17/17	256205	545.00-

EVAWI			
Sum			1,090.00-
00001 FARRIS, JONATHAN M ATTOR SERVS 2/13-2 00168548 16003646 PRO TEM SERVS 2/17 COURT	03/17/17	256208	1,465.00-

FARRIS, JONATHAN M ATTOR			
Sum			1,465.00-
00001 FASTENAL COMPANY MSHAT197279 00168223 16003641 SAFETY GEAR/BATTERIES TORNADO	03/17/17	256209	1,057.09-
00001 FASTENAL COMPANY MSHAT196976 00167952 16003882 HARDWARE SUPP FIRE DEPT	03/17/17	256209	838.81-

FASTENAL COMPANY			
Sum			1,895.90-
00001 FEDERAL EXPRESS 5-715-29377 00168356 16003501 SERVS 2/16/17 ENGR DEPT	03/17/17	256210	17.49-
00001 FEDERAL EXPRESS 5-730-05193 00168798 16003866 SERVS 2/27/17 ENGR DEPT	03/17/17	256210	45.03-

FEDERAL EXPRESS			
Sum			62.52-
00001 FERGUSON ENTERPRISES INC 6542162 00168192 16003511 WATER HEATER AIRPORT	03/17/17	256211	341.00-

FERGUSON ENTERPRISES INC			
Sum			341.00-
00001 FORREST CTY SUPERVISORS JAIL 12/16 E 00168740 16003789 JAIL 12/16 EXPENSES	03/17/17	256213	37,040.00-
00001 FORREST CTY SUPERVISORS JAIL 12/16 M 00168740 16003790 JAIL 12/16 MEDICAL	03/17/17	256213	1,051.25-

FORREST CTY SUPERVISORS			
Sum			38,091.25-
00001 FORREST GENERAL HOSPITAL H90069134600 00168365 16003462 POST ACCIDENT DRUG SCREEN	03/17/17	256214	37.00-
00001 FORREST GENERAL HOSPITAL H90067340200 00168739 16003788 SRV 12/12/15 BOATENER PRSNR	03/17/17	256214	483.00-

FORREST GENERAL HOSPITAL			
Sum			520.00-
00001 FORREST GENERAL HOSPITAL EAP CHARGE 3 00168366 16003463 EAP CHARGE 3/17	03/17/17	256215	1,785.00-

FORREST GENERAL HOSPITAL			
Sum			1,785.00-
00001 FUELMAN OF MS BG127044 NP4 00168601 16003685 FUEL CHGS 2/13-19/17 POLICE	03/17/17	256216	30.19-
00001 FUELMAN OF MS BG127044 NP4 00168601 16003686 FUEL CHGS 2/20-26/17 POLICE	03/17/17	256216	131.02-

FUELMAN OF MS

Sum									161.21-
00001 FV RECYCLING	2017-0497	00168515	16003624	RECYCLE FEES	2/17	SANIT	03/17/17	256217	41.25-
00001 FV RECYCLING	2017-0498	00168515	16003625	RECYCLE FEES	2/17	SANIT	03/17/17	256217	39.25-
00001 FV RECYCLING	2017-0500	00168515	16003626	RECYCLE FEES	2/17	SANIT	03/17/17	256217	102.00-
00001 FV RECYCLING	2017-0501	00168515	16003627	RECYCLE FEES	2/17	SANIT	03/17/17	256217	115.00-
00001 FV RECYCLING	2017-0502	00168515	16003628	RECYCLE FEES	2/17	SANIT	03/17/17	256217	41.50-
00001 FV RECYCLING	2017-0503	00168515	16003629	RECYCLE FEES	2/17	SANIT	03/17/17	256217	43.00-
00001 FV RECYCLING	2017-0708	00168835	16003914	RECYCLE FEES	2/17	SANIT	03/17/17	256217	94.00-
00001 FV RECYCLING	2017-0707	00168835	16003915	RECYCLE FEES	2/17	SANIT	03/17/17	256217	44.75-
00001 FV RECYCLING	2017-0704	00168835	16003916	RECYCLE FEES	2/17	SANIT	03/17/17	256217	63.75-
00001 FV RECYCLING	2017-0705	00168835	16003917	RECYCLE FEES	3/17	SANIT	03/17/17	256217	93.25-
00001 FV RECYCLING	2017-0706	00168835	16003918	RECYCLE FEES	3/01	SANIT	03/17/17	256217	35.00-

FV RECYCLING

Sum									712.75-
00001 G & K SERVICES	1035813498	00168389	16003518	UNIFORMS	2/27	TRAFFIC	03/17/17	256224	31.37-
00001 G & K SERVICES	1035813497	00168389	16003519	UNIFORMS	2/27	CONSTR	03/17/17	256224	56.91-
00001 G & K SERVICES	1035813512	00168389	16003520	UNIFORMS	2/27	PUBLIC WORKS	03/17/17	256224	70.56-
00001 G & K SERVICES	1035813509	00168389	16003521	UNIFORMS	2/27	PUBLIC WORKS	03/17/17	256224	27.30-
00001 G & K SERVICES	1035813511	00168389	16003522	UNIFORMS	2/27	PUBLIC WORKS	03/17/17	256224	64.53-
00001 G & K SERVICES	1035813513	00168389	16003523	UNIFORMS	2/27	SHOP	03/17/17	256224	128.24-
00001 G & K SERVICES	1035813510	00168389	16003524	UNIFORMS	2/27	SANIT	03/17/17	256224	178.17-
00001 G & K SERVICES	1035813514	00168389	16003525	UNIFORMS	2/27	HEALTH	03/17/17	256224	67.91-
00001 G & K SERVICES	1035813499	00168390	16003526	MATS	2/27	TRAFFIC	03/17/17	256224	6.40-
00001 G & K SERVICES	1035813515	00168390	16003527	MOP/MAT	2/27	GO&FS	03/17/17	256224	24.80-
00001 G & K SERVICES	1035813516	00168390	16003528	MOP/MAT	2/27	SANIT	03/17/17	256224	26.65-
00001 G & K SERVICES	1035813517	00168390	16003529	MATS	2/27	AIRPORT	03/17/17	256224	4.70-
00001 G & K SERVICES	1035807182	00168341	16003530	UNIFORMS	2/06	CEM/FORESTRY	03/17/17	256224	49.64-
00001 G & K SERVICES	1035809286	00168341	16003531	UNIFORMS	2/13	CEM/FORESTRY	03/17/17	256224	50.00-
00001 G & K SERVICES	1035811385	00168341	16003532	UNIFORMS	2/20	CEM/FORESTRY	03/17/17	256224	50.00-
00001 G & K SERVICES	1035813494	00168341	16003533	UNIFORMS	2/27	CEM/FORESTRY	03/17/17	256224	72.65-
00001 G & K SERVICES	1035807181	00168341	16003534	MOP/MAT	2/06	CEM/FORESTRY	03/17/17	256224	22.70-
00001 G & K SERVICES	1035809285	00168341	16003535	MOP/MAT	2/13	CEM/FORESTRY	03/17/17	256224	22.70-
00001 G & K SERVICES	1035811384	00168341	16003536	MOP/MAT	2/20	CEM/FORESTRY	03/17/17	256224	22.70-
00001 G & K SERVICES	1035813493	00168341	16003537	MOP/MAT	2/27	CEM/FORESTRY	03/17/17	256224	22.70-
00001 G & K SERVICES	1035813500	00168550	16003652	UNIFORMS	2/27	MPO DIV	03/17/17	256224	4.55-
00001 G & K SERVICES	1035815623	00168550	16003653	UNIFORMS	3/06	MPO DIV	03/17/17	256224	4.55-
00001 G & K SERVICES	1035815621	00168564	16003670	UNIFORMS	3/06	TRAFFIC	03/17/17	256224	31.37-
00001 G & K SERVICES	1035815620	00168564	16003671	UNIFORMS	3/06	CONSTR	03/17/17	256224	56.91-
00001 G & K SERVICES	1035815635	00168564	16003672	UNIFORMS	3/06	PUBLIC WORKS	03/17/17	256224	70.56-
00001 G & K SERVICES	1035815632	00168564	16003673	UNIFORMS	3/06	PUBLIC WORKS	03/17/17	256224	61.30-
00001 G & K SERVICES	1035815634	00168564	16003674	UNIFORMS	3/06	PUBLIC WORKS	03/17/17	256224	64.53-
00001 G & K SERVICES	1035815636	00168564	16003675	UNIFORMS	3/06	SHOP	03/17/17	256224	58.24-
00001 G & K SERVICES	1035815633	00168564	16003676	UNIFORMS	3/06	SANIT	03/17/17	256224	179.76-
00001 G & K SERVICES	1035815637	00168564	16003677	UNIFORMS	3/06	HEALTH	03/17/17	256224	67.91-
00001 G & K SERVICES	1035815622	00168565	16003678	MATS	3/06	TRAFFIC	03/17/17	256224	6.40-
00001 G & K SERVICES	1035815638	00168565	16003679	MOP/MAT	3/06	GO&FS	03/17/17	256224	24.80-
00001 G & K SERVICES	1035815639	00168565	16003680	MOP/MAT	3/06	SANIT	03/17/17	256224	26.65-
00001 G & K SERVICES	1035815640	00168565	16003681	MATS	3/06	AIRPORT	03/17/17	256224	4.70-
00001 G & K SERVICES	1035817723	00168813	16003919	UNIFORMS	3/13	TRAFFIC	03/17/17	256224	31.37-
00001 G & K SERVICES	1035817722	00168813	16003920	UNIFORMS	3/13	CONSTR	03/17/17	256224	56.91-

00001 G & K SERVICES	1035817737	00168813 16003921 UNIFORMS 3/13 PUBLIC WORKS	03/17/17	256224	74.10-
00001 G & K SERVICES	1035817734	00168813 16003922 UNIFORMS 3/13 PUBLIC WORKS	03/17/17	256224	23.40-
00001 G & K SERVICES	1035817736	00168813 16003923 UNIFORMS 3/13 PUBLIC WORKS	03/17/17	256224	64.53-
00001 G & K SERVICES	1035817738	00168813 16003924 UNIFORMS 3/13 SHOP	03/17/17	256224	54.60-
00001 G & K SERVICES	1035817735	00168813 16003925 UNIFORMS 3/13 SANIT	03/17/17	256224	179.76-
00001 G & K SERVICES	1035817739	00168813 16003926 UNIFORMS 3/13 HEALTH	03/17/17	256224	67.91-
00001 G & K SERVICES	1035817724	00168814 16003927 MATS 3/13 TRAFFIC	03/17/17	256224	6.40-
00001 G & K SERVICES	1035817740	00168814 16003928 MOP/MAT 3/13 GO&FS	03/17/17	256224	24.80-
00001 G & K SERVICES	1035817741	00168814 16003929 MOP/MAT 3/13 SANIT	03/17/17	256224	26.65-
00001 G & K SERVICES	1035817742	00168814 16003930 MATS 3/13 AIRPORT	03/17/17	256224	4.70-

G & K SERVICES					
Sum					2,277.99-
00001 GALL'S LLC	007009423	00168111 16003776 TASER HOLSTERS	03/17/17	256225	1,709.60-

GALL'S LLC					
Sum					1,709.60-
00001 GALLS (WAS MCCAIN UNIF	006945544	00167072 16003851 UNIFORMS FIRE DEPT	03/17/17	256226	44.05-
00001 GALLS (WAS MCCAIN UNIF	006979909	00167072 16003852 UNIFORMS FIRE DEPT	03/17/17	256226	94.88-
00001 GALLS (WAS MCCAIN UNIF	007012833	00167072 16003853 UNIFORMS FIRE DEPT	03/17/17	256226	132.90-
00001 GALLS (WAS MCCAIN UNIF	007021846	00167072 16003854 UNIFORMS FIRE DEPT	03/17/17	256226	88.10-
00001 GALLS (WAS MCCAIN UNIF	006970543	00167329 16003891 BATTALION CHIEF UNIFORMS	03/17/17	256226	44.05-
00001 GALLS (WAS MCCAIN UNIF	007012807	00167329 16003892 BATTALION CHIEF UNIFORMS	03/17/17	256226	88.10-

GALLS (WAS MCCAIN UNIF					
Sum					492.08-
00001 GARNER LUMLEY ELECTRIC S	533833	00167750 16003505 ELEC SUPP LIFE CENTER	03/17/17	256227	67.18-
00001 GARNER LUMLEY ELECTRIC S	534423	00168202 16003506 LIGHTS RESTOCK ELEC VAN	03/17/17	256227	176.00-

GARNER LUMLEY ELECTRIC S					
Sum					243.18-
00001 GILLILANDS ELECTRONICS S	63513	00168368 16003457 HOOK UP EXTRA PHONE COURT BLD	03/17/17	256230	75.00-
00001 GILLILANDS ELECTRONICS S	63697	00168395 16003458 CHECK FAX MACHINE COURT BLDG	03/17/17	256230	75.00-
00001 GILLILANDS ELECTRONICS S	63700	00168404 16003476 FIRE ALARM 2/17-2/18 POLICE	03/17/17	256230	420.00-
00001 GILLILANDS ELECTRONICS S	63354	00168334 16003497 CAMERA REPR PUBLIC WORKS	03/17/17	256230	75.00-
00001 GILLILANDS ELECTRONICS S	63481	00168334 16003498 REBOOT PHONE LINES PUB WORKS	03/17/17	256230	75.00-
00001 GILLILANDS ELECTRONICS S	63592	00168031 16003500 REPLACE CAMERAS TORNADO 2017	03/17/17	256230	1,625.00-
00001 GILLILANDS ELECTRONICS S	63684	00168473 16003587 MNTHLY PHONE RENTAL COURT	03/17/17	256230	261.99-
00001 GILLILANDS ELECTRONICS S	63716	00168486 16003590 DOOR KEYPAD DISPATCH IT ROOM	03/17/17	256230	269.95-
00001 GILLILANDS ELECTRONICS S	63719	00168532 16003612 MOVE FAX OUTLETS TEMP POLICE	03/17/17	256230	278.54-
00001 GILLILANDS ELECTRONICS S	63233	00166289 16003636 ACCESS CONTROL TEMP POLICE	03/17/17	256230	15,525.00-
00001 GILLILANDS ELECTRONICS S	63606	00168522 16003654 ALARM SRV 3/17-3/18 T DEPOT	03/17/17	256230	660.00-
00001 GILLILANDS ELECTRONICS S	63545	00167833 16003708 SWITCH PHONE LINES CEMETERY	03/17/17	256230	75.00-
00001 GILLILANDS ELECTRONICS S	63717	00168373 16003781 EVIDENCE SECURITY SYS POLICE	03/17/17	256230	2,260.00-
00001 GILLILANDS ELECTRONICS S	63731	00168184 16003796 CAMERA SYS SANIT TORNADO 2017	03/17/17	256230	3,500.00-
00001 GILLILANDS ELECTRONICS S	63732	00168673 16003805 OUTDOOR CAMERAS BURLARY CEM	03/17/17	256230	363.00-

GILLILANDS ELECTRONICS S					
Sum					25,538.48-
00001 GLOBAL EQUIPMENT COMPANY	110720394	00168367 16003613 OFFICE PARTITIONS TEMP POLICE	03/17/17	256232	4,148.98-

GLOBAL EQUIPMENT COMPANY					

Sum								4,148.98-
00001 GOURAS, JIMMY G,	MIDTOWN DIST	00168637	16003683	APPLICATION FOR DIP	03/17/17	256234		5,000.00-
00001 GOURAS, JIMMY G,	MIDTOWN DIST	00168698	16003744	CONSULTATION/TRAVEL SERV	03/17/17	256234		5,000.00-

GOURAS, JIMMY G,								
Sum								10,000.00-
00001 GOV CONNECTION INC	54568833	00168238	16003606	CAT5 CABLES INFO TECH DEPT	03/17/17	256235		193.24-
00001 GOV CONNECTION INC	54552916	00168091	16003777	PROSAFE SWITCHES DISPATCH	03/17/17	256235		315.12-

GOV CONNECTION INC								
Sum								508.36-
00001 GRANT WRITING USA	REG GREEN 4/	00168630	16003694	REG GREEN GRANT MGMT CLASS	03/17/17	256236		595.00-

GRANT WRITING USA								
Sum								595.00-
00001 GRAVES, ROBERT M	372036	00168046	16003598	SERVS CLEARING (5) LOTS LDC	03/17/17	256238		1,765.00-
00001 GRAVES, ROBERT M	372037	00168625	16003696	CLEARING (6) LOTS LAND CODE	03/17/17	256238		1,475.00-

GRAVES, ROBERT M								
Sum								3,240.00-
00001 GREATER PINEBELT COMMUNI	REG DUPREE 2	00168588	16003648	REG DUPREE OUTLOOK DINNER	03/17/17	256239		75.00-
00001 GREATER PINEBELT COMMUNI	REG EATON 2/	00168589	16003649	REG EATON OUTLOOK DINNER	03/17/17	256239		75.00-

GREATER PINEBELT COMMUNI								
Sum								150.00-
00001 GREEN, TRACY	TRAV ADVANCE	00168632	16003689	TRAV ADV GRANT MGMT CLASS	03/17/17	256240		203.74-

GREEN, TRACY								
Sum								203.74-
00001 GROVER BROS RESTAURANT & 16117		00168780	16003847	FLATWARE #1 FIRE STA	03/17/17	256243		59.37-

GROVER BROS RESTAURANT &								
Sum								59.37-
00001 GULF COAST OFFICE PRODUC 27907-0		00168154	16003460	MDRC STAMP/NAMEPLATES-PLANNG	03/17/17	256244		107.87-
00001 GULF COAST OFFICE PRODUC 27689-0		00167409	16003771	OFFICE FURNITURE PURCH DEPT	03/17/17	256244		828.71-
00001 GULF COAST OFFICE PRODUC 28029-0		00168483	16003773	OFFICE SUPP PLANNING DEPT	03/17/17	256244		94.77-
00001 GULF COAST OFFICE PRODUC 28029-1		00168483	16003774	OFFICE SUPP PLANNING DEPT	03/17/17	256244		7.83-
00001 GULF COAST OFFICE PRODUC 28036-0		00168517	16003787	COPY PAPER LAND CODE	03/17/17	256244		191.40-
00001 GULF COAST OFFICE PRODUC 28092-0		00168727	16003842	OFFICE SUPP URBAN DEV	03/17/17	256244		152.13-

GULF COAST OFFICE PRODUC								
Sum								1,382.71-
00001 H'BURG CLINIC PA (ACCT#2 1028000103 4		00168633	16003688	TESTS READ/MCDONALD	03/17/17	256247		377.00-

H'BURG CLINIC PA (ACCT#2								
Sum								377.00-
00001 H'BURG CLINIC PA (PRISON 1084403200 J		00168736	16003820	SRV 11/29/16 JACKSON PRISONER	03/17/17	256246		90.00-
00001 H'BURG CLINIC PA (PRISON 1084403200 J		00168736	16003821	SRV 11/29/16 JACKSON PRISONER	03/17/17	256246		30.00-
00001 H'BURG CLINIC PA (PRISON 1082248030 S		00168736	16003822	SRV 6/9/16 SHAKELFORD PRSNR	03/17/17	256246		1,843.00-
00001 H'BURG CLINIC PA (PRISON 1082239590 S		00168736	16003823	SRV 6/9/16 SHAKELFORD PRSNR	03/17/17	256246		1,247.00-
00001 H'BURG CLINIC PA (PRISON 1075116770 S		00168736	16003824	SRV 6/8/16 SHACKELFORD PRSNR	03/17/17	256246		127.00-
00001 H'BURG CLINIC PA (PRISON 1075116760 S		00168736	16003825	SRV 6/8/16 SHACKELFORD PRSNR	03/17/17	256246		341.00-

00001 H'BURG CLINIC PA (PRISON	1082239560	S	00168736	16003826	SRV 6/9/16 SHACKELFORD PRSNR	03/17/17	256246	892.00-
00001 H'BURG CLINIC PA (PRISON	1075308690	S	00168736	16003827	SRV 6/9/16 SHACKELFORD PRSNR	03/17/17	256246	630.00-
00001 H'BURG CLINIC PA (PRISON	1075206660	S	00168736	16003828	SRV 6/8/16 SHACKELFORD PRSNR	03/17/17	256246	73.00-
00001 H'BURG CLINIC PA (PRISON	1082239580	S	00168736	16003829	SRV 6/8/16 SHACKELFORD PRSNR	03/17/17	256246	94.00-
00001 H'BURG CLINIC PA (PRISON	1082239570	S	00168736	16003830	SRV 5/31/16 SHACKELFORD PRSNR	03/17/17	256246	75.00-
00001 H'BURG CLINIC PA (PRISON	1076179810	S	00168736	16003831	SRV 5/31/16 SHACKELFORD PRSNR	03/17/17	256246	148.00-
00001 H'BURG CLINIC PA (PRISON	1076605790	P	00168736	16003832	SRV 11/24/15 PENNICK PRISONER	03/17/17	256246	75.00-

H'BURG CLINIC PA (PRISON								5,665.00-
Sum								
00001 H'BURG HYDRAULICS INC	68145		00168152	16003662	REPR PTS U#15084 TORNADO 2017	03/17/17	256248	120.40-
00001 H'BURG HYDRAULICS INC	68392		00168546	16003802	REPR PTS U#18907 HEALTH	03/17/17	256248	147.36-
00001 H'BURG HYDRAULICS INC	68393		00168546	16003803	REPR PTS U#19755 HEALTH	03/17/17	256248	258.82-

H'BURG HYDRAULICS INC								526.58-
Sum								66.78-
00001 HALL, ROBERT S		TRAVEL REIMB	00168454	16003596	EXPNS LEADERSHIP CLASS JKSN	03/17/17	256250	

HALL, ROBERT S								66.78-
Sum								308.80-
00001 HARPER, PATRINA		PETTY CASH 3	00168600	16003687	PETTY CASH POLICE DEPT	03/17/17	256253	

HARPER, PATRINA								308.80-
Sum								550.40-
00001 HARPER, WHITNEY		TRAV ADVANCE	00168691	16003746	TRAV ADV VIOLENCE CNF ORLANDO	03/17/17	256254	

HARPER, WHITNEY								550.40-
Sum								70.00-
00001 HEALTHWORKS LLC	20105670		00168364	16003464	POST ACCIDENT DRUG SCREEN	03/17/17	256256	
00001 HEALTHWORKS LLC	20106190		00168364	16003465	POST ACCIDENT DRUG SCREEN	03/17/17	256256	74.00-
00001 HEALTHWORKS LLC	20105250		00168364	16003466	POST ACCIDENT DRUG SCREEN	03/17/17	256256	73.00-

HEALTHWORKS LLC								217.00-
Sum								1,640.00-
00001 HICKS LAW FIRM, LLC	8102		00168686	16003743	SRVS RICKY WARD/CITY POLICE	03/17/17	256258	

HICKS LAW FIRM, LLC								1,640.00-
Sum								64.69-
00001 HILL, LEROY COFFEE CO IN	698536		00168549	16003647	COFFEE SERV M/ADM	03/17/17	256259	

HILL, LEROY COFFEE CO IN								64.69-
Sum								328.15-
00001 HOL-MAC CORPORATION	338144		00168410	16003643	REPR PTS U#14408 SANIT	03/17/17	256262	

HOL-MAC CORPORATION								328.15-
Sum								221.92-
00001 INDOFF INC	2922752		00167704	16003496	PRINTER PUB WORKS TORNADO '17	03/17/17	256265	
00001 INDOFF INC	2927793		00168392	16003737	OFFICE SUPP CEMETERY	03/17/17	256265	60.55-
00001 INDOFF INC	2929394		00168335	16003846	OFFICE SUPP FIRE DEPT	03/17/17	256265	132.56-
00001 INDOFF INC	2928812		00168449	16003880	JANIT SUPP FIRE ADM OFFICE	03/17/17	256265	169.77-

INDOFF INC

Sum									584.80-	
00001	INTL ASSN OF CHIEFS OF P	2063746	1001	00168370	16003477	2017	DUES CHIEF PARKER	03/17/17	256267	150.00-

INTL ASSN OF CHIEFS OF P

Sum										150.00-
00001	IPR CONSULTING, INC		NMTC FINANCI	00168635	16003684	SRV 12/16-2/17	NMTC FINANCING	03/17/17	256268	2,275.00-

IPR CONSULTING, INC

Sum										2,275.00-
00001	JOHNNY'S WRECKER SERVICE	31456		00167831	16003709	TOWING U#16010	CEMETERY	03/17/17	256274	250.00-

JOHNNY'S WRECKER SERVICE

Sum										250.00-
00001	JOHNSON, MARVIN		TRAV ADV 4/2	00168235	16003908	TRAV ADV HOTEL PLANS RVW CLAS		03/17/17	256275	60.00-

JOHNSON, MARVIN

Sum										60.00-
00001	L & A CONTRACTING CO	495-002		00168797	16003867	DEBRIS PUSHBACK TORNADO 2017		03/17/17	256279	21,657.84-

L & A CONTRACTING CO

Sum										21,657.84-
00001	LARRY'S WRECKER SERVICE	2884		00168236	16003485	TOWING U#9746	FIRE DEPT	03/17/17	256282	55.00-
00001	LARRY'S WRECKER SERVICE	2959		00168622	16003690	TOWING U#16756	POLICE	03/17/17	256282	65.00-
00001	LARRY'S WRECKER SERVICE	2879		00168622	16003691	TOWING U#19701	POLICE	03/17/17	256282	130.00-
00001	LARRY'S WRECKER SERVICE	2759		00168622	16003692	TOWING U#19701	POLICE	03/17/17	256282	55.00-
00001	LARRY'S WRECKER SERVICE	2897		00168622	16003693	TOWING U#18319	POLICE	03/17/17	256282	55.00-

LARRY'S WRECKER SERVICE

Sum										360.00-
00001	LEE, BRANDON		TRAVEL REIMB	00168393	16003479	EXPNS LEADERSHIP CLASSES		03/17/17	256283	38.38-

LEE, BRANDON

Sum										38.38-
00001	LINEBARGER GOGGAN BLAIR	2/15/2017		02017361	16003601	POLICE FINES COLL.FEE		03/17/17	256285	978.91-

LINEBARGER GOGGAN BLAIR

Sum										978.91-
00001	LOWE'S OF HATTIESBURG IN	953862		00167538	16003611	TV MOUNT TEMP DISPATCH LOC		03/17/17	256291	47.49-
00001	LOWE'S OF HATTIESBURG IN	905836		00168232	16003614	MATLS K-9 TRAINING P/F ACDMY		03/17/17	256291	117.22-
00001	LOWE'S OF HATTIESBURG IN	924618		00167481	16003621	BATTERIES FOR CHAINSAWS		03/17/17	256291	107.40-
00001	LOWE'S OF HATTIESBURG IN	952165		00167951	16003622	END CUT BLADES CONSTR DEPT		03/17/17	256291	36.00-
00001	LOWE'S OF HATTIESBURG IN	953926		00167692	16003623	SUPP CONSTR DEPT SHOP		03/17/17	256291	122.18-

LOWE'S OF HATTIESBURG IN

Sum										430.29-
00001	MARTIN CHARLES D		TRAVEL REIMB	00168322	16003480	EXPNS LEADERSHIP CLASSES		03/17/17	256294	28.03-

MARTIN CHARLES D

Sum										28.03-
00001	MCDONALD, LATASHA		TRAV ADVANCE	00168692	16003747	TRAV ADV VIOLENCE CNF ORLANDO		03/17/17	256299	525.40-

MCDONALD, LATASHA								
Sum								525.40-
00001	MCELHANEY PLUMBING INC	253327	00168379	16003567	SHOWER REPR PTS #4 FIRE STA	03/17/17	256300	59.95-
00001	MCELHANEY PLUMBING INC	254057	00168417	16003568	PLUMB SUPP #4 FIRE STA	03/17/17	256300	39.70-

MCELHANEY PLUMBING INC								
Sum								99.65-
00001	MCMULLAN EQUIPMENT CO	374859	00168569	16003710	PROGRAM NEW KEY STOLEN VEHICLE	03/17/17	256302	223.00-
00001	MCMULLAN EQUIPMENT CO	169657P	00168333	16003779	REPR PTS U#17579 POLICE	03/17/17	256302	221.55-

MCMULLAN EQUIPMENT CO								
Sum								444.55-
00001	METRO CRIMESTOPPERS INC	CITY COURT C	02017348	16003583	TRF CITY COURT FEES 2/17	03/03/17	111645	1,469.85-

METRO CRIMESTOPPERS INC								
Sum								1,469.85-
00001	MID SOUTH GLASS INC	0043644	00167851	16003502	SLIDER GLASS FOR LIFE CENTER	03/17/17	256303	287.00-

MID SOUTH GLASS INC								
Sum								287.00-
00001	MITCHELL, JAMES	TRAV ADVANCE	00168347	16003488	TRAV ADV BOAM CNF BAY S LOUIS	03/17/17	256304	205.00-

MITCHELL, JAMES								
Sum								205.00-
00001	MITCHELL, LATOSHA	TRAV ADVANCE	00168560	16003658	TRAV ADV CRIMES CONF DALLAS	03/17/17	256305	953.12-

MITCHELL, LATOSHA								
Sum								953.12-
00001	MITCHELL, STEVE	TRAV ADV 6/1	00168346	16003909	TRAV ADV HOTEL BOAM CONF	03/17/17	256306	600.00-

MITCHELL, STEVE								
Sum								600.00-
00001	MOFFETT, STEPHANIE	PETTY CASH 3	00168669	16003735	PETTY CASH PUBLIC WORKS	03/17/17	256307	206.46-

MOFFETT, STEPHANIE								
Sum								206.46-
00001	MOLLY MAID	SERVS 3/17 C	00168502	16003631	SERVS 3/17 CEMETERY	03/17/17	256308	245.00-

MOLLY MAID								
Sum								245.00-
00001	MOORE, TAMARA	TRAV ADVANCE	00168559	16003657	TRAV ADV CRIMES CONF DALLAS	03/17/17	256310	953.12-

MOORE, TAMARA								
Sum								953.12-
00001	MOORE'S LOCK AND KEY LLC	22107	00168513	16003607	LOCK REPR INFO TECH DOOR	03/17/17	256311	60.00-

MOORE'S LOCK AND KEY LLC								
Sum								60.00-
00001	MR. SIPPI BEVERAGES	000515	00168372	16003455	DRINKING WATER MUN COURT	03/17/17	256313	55.80-
00001	MR. SIPPI BEVERAGES	004027	00168372	16003456	DRINKING WATER MUN COURT	03/17/17	256313	55.80-

00001 MR. SIPPI BEVERAGES	000874	00168387	16003473	DRINKING WATER POLICE DEPT	03/17/17	256313	129.00-
00001 MR. SIPPI BEVERAGES	00410	00168443	16003564	DRINKING WATER POLICE DEPT	03/17/17	256313	129.00-
00001 MR. SIPPI BEVERAGES	002327	00167613	16003769	WATER COOLER FOR MUN COURT	03/17/17	256313	55.80-
00001 MR. SIPPI BEVERAGES	002737	00168829	16003898	DRINKING WATER MUN COURT	03/17/17	256313	15.90-

MR. SIPPI BEVERAGES							
Sum							
00001 MS ASSN OF CODE ENFORCEM	MBRSH	DUES	00168652	16003736	MBRSH	MCKINLEY 3/17-2/18	03/17/17 256314 50.00-

MS ASSN OF CODE ENFORCEM							
Sum							
00001 MS DEPT OF INFORMATION T	COZ27Z272376	02017365	16003760	NCIC MAINT 2/17	POLICE	03/17/17 256315	224.00-
00001 MS DEPT OF INFORMATION T	COHCOH192376	02017381	16003765	SERV 2/17	METRO NARCOTICS	03/17/17 256315	78.14-

MS DEPT OF INFORMATION T							
Sum							
00001 MS MOSQUITO & VECTOR CON	REG THOMAS 3	00168484	16003663	REG THOMAS TRAINING PEARL,MS	03/17/17 256317	30.00-	302.14-
00001 MS MOSQUITO & VECTOR CON	REG RAY 3/15	00168484	16003664	REG RAY TRAINING PEARL,MS	03/17/17 256317	30.00-	30.00-
00001 MS MOSQUITO & VECTOR CON	REG PAGE 3/1	00168484	16003665	REG PAGE TRAINING PEARL,MS	03/17/17 256317	30.00-	30.00-

MS MOSQUITO & VECTOR CON							
Sum							
00001 MS POWER COMPANY	3/17 GENERAL	00201711	16003850	MNTHLY ELEC-GENERAL	03/17/17 256318	9,742.73-	9,742.73-

MS POWER COMPANY							
Sum							
00001 MS STATE/TREASURER/FINAN	FINE COLLECT	02017349	16003581	FINE COLLECTION 2/17	03/03/17 111643	74,022.88-	74,022.88-

MS STATE/TREASURER/FINAN							
Sum							
00001 NAPA AUTO PARTS	558574	00168382	16003798	SHOP SUPPLIES	03/17/17 256322	116.46-	74,022.88-
00001 NAPA AUTO PARTS	558969	00168648	16003799	HOSES FOR SHOP	03/17/17 256322	51.33-	116.46-
00001 NAPA AUTO PARTS	558351	00168277	16003848	ANTIFREEZE/SUPP FIRE DEPT	03/17/17 256322	1,598.26-	51.33-
00001 NAPA AUTO PARTS	558353	00168280	16003849	CHAINSAW BAR OIL FIRE DEPT	03/17/17 256322	71.94-	1,598.26-

NAPA AUTO PARTS							
Sum							
00001 NEEL-SCHAFFER INC	1042443	00168581	16003666	SRV MS4 PROG MGMT 2016	03/17/17 256323	3,850.00-	1,837.99-
00001 NEEL-SCHAFFER INC	1043065 PH 9	00168553	16003667	SRVS 1/21/17 TORNADO	03/17/17 256323	2,333.92-	3,850.00-

NEEL-SCHAFFER INC							
Sum							
00001 NEWELL PAPER COMPANY	892349	00168063	16003471	JANIT SUPP TEMP DISPATCH	03/17/17 256325	510.39-	6,183.92-
00001 NEWELL PAPER COMPANY	892349 CREDI	00168063	16003486	CREDIT RETURN	03/17/17 256325	233.97	510.39-
00001 NEWELL PAPER COMPANY	893241	00167943	16003610	TOILET SEAT COVERS POLICE DEP	03/17/17 256325	383.25-	233.97
00001 NEWELL PAPER COMPANY	893263	00168353	16003725	BATHROOM PAPER CITY HALL/ENGR	03/17/17 256325	617.82-	383.25-
00001 NEWELL PAPER COMPANY	893757	00168516	16003757	JANIT SUPP POLICE DEPT	03/17/17 256325	80.51-	617.82-
00001 NEWELL PAPER COMPANY	892889	00168222	16003775	JANIT SUPP POLICE DEPT	03/17/17 256325	397.40-	80.51-

NEWELL PAPER COMPANY							
Sum							
							1,755.40-

00001 NORFOLK SOUTHERN CORP	90305251	00168799 16003876 4/17 LEASE RR ST PK LOT	03/17/17	256326	1,900.00-

NORFOLK SOUTHERN CORP					
Sum					1,900.00-
00001 OFFICE DEPOT INC	2040304986	00168124 16003459 OFFICE SUPP ACCTG DEPT	03/17/17	256327	50.80-
00001 OFFICE DEPOT INC	906171901001	00167795 16003469 OFFICE CHAIRS TEMP POLICE BLD	03/17/17	256327	359.96-
00001 OFFICE DEPOT INC	2038577471	00167795 16003470 SIGN HOLDERS TEMP POLICE BLDG	03/17/17	256327	18.76-
00001 OFFICE DEPOT INC	2039653747	00168123 16003635 COMPUTER/OFFICE SUPP IT/COURT	03/17/17	256327	1,075.30-
00001 OFFICE DEPOT INC	908248357001	00168188 16003727 DESKS TEMP POLICE BLDG	03/17/17	256327	2,399.80-

OFFICE DEPOT INC					
Sum					3,904.62-
00001 OWENS BUSINESS MACHINES	327738	00168421 16003634 FAX MACH TONER ACCTG DEPT	03/17/17	256328	105.00-
00001 OWENS BUSINESS MACHINES	326743	00168758 16003839 COPIER 3/17 M/ADM	03/17/17	256328	187.00-
00001 OWENS BUSINESS MACHINES	326744	00168765 16003840 COPIER 2/17 M/ADM	03/17/17	256328	123.25-
00001 OWENS BUSINESS MACHINES	327724	00168423 16003879 COPIER REPR TEMP POLICE BLDG	03/17/17	256328	155.00-

OWENS BUSINESS MACHINES					
Sum					570.25-
00001 PARKER, ANDY (USE 83107- PETTY CASH 2	00168363 16003512	PETTY CASH CEMETERY/FORESTRY	03/17/17	256329	116.50-
PARKER, ANDY (USE 83107-					
Sum					116.50-
00001 PAUL ANDERSON ENVIRONMEN PACOH31417	00168776 16003858	ACM RESIDENTIAL INSPECTIONS	03/17/17	256332	4,550.00-

PAUL ANDERSON ENVIRONMEN					
Sum					4,550.00-
00001 PAYNE PORTABLE BUILDINGS 0003659	00168700 16003786	RELOCATE PORTABLE BLDG #1FIRE	03/17/17	256333	250.00-

PAYNE PORTABLE BUILDINGS					
Sum					250.00-
00001 PEANUTS TOWING SERVICE 74457	00168716 16003748	TOWING U#17894 POLICE	03/17/17	256334	75.00-

PEANUTS TOWING SERVICE					
Sum					75.00-
00001 PEARL RIVER VALLEY EPA (3/17 GENERAL	00201711 16003766	MNTHLY 3/17 PUBLIC SERVICES	03/17/17	256335	6,346.19-

PEARL RIVER VALLEY EPA (					
Sum					6,346.19-
00001 PINE BELT OIL COMPANY IN 10409661	00168375 16003541	GAS FOR FUEL STATION	03/17/17	256339	8,936.86-
00001 PINE BELT OIL COMPANY IN 10409681	00168376 16003542	DIESEL FOR FUEL STATION	03/17/17	256339	5,684.72-
00001 PINE BELT OIL COMPANY IN 10409751	00168505 16003731	GAS FOR FUEL STATION	03/17/17	256339	8,649.67-
00001 PINE BELT OIL COMPANY IN 1093105	00168505 16003732	DIESEL FOR FUEL STATION	03/17/17	256339	5,010.88-
00001 PINE BELT OIL COMPANY IN EM MGT 2/1-2	00168827 16003895	REMOTE SITE FUEL CHGS 2/17	03/17/17	256339	561.72-
00001 PINE BELT OIL COMPANY IN POLICE 2/1-2	00168827 16003896	REMOTE SITE FUEL CHGS 2/17	03/17/17	256339	571.51-
00001 PINE BELT OIL COMPANY IN FIRE 2/1-2/2	00168827 16003897	REMOTE SITE FUEL CHGS 2/17	03/17/17	256339	1,063.16-
00001 PINE BELT OIL COMPANY IN 1092689	00168831 16003913	GAS CARD U#20596	03/17/17	256339	398.64-

PINE BELT OIL COMPANY IN					
Sum					30,877.16-
00001 PINE BELT REGIONAL SOLID 100006 2/17	00168749 16003875	REFUSE DISPOSAL SANIT	03/17/17	256340	82,080.02-

PINE BELT REGIONAL SOLID

Sum								82,080.02-
00001	PITNEY BOWES	1003446097	00168348	16003878	POSTAGE MACHINE SUPPLIES	03/17/17	256342	535.97-

PITNEY BOWES

Sum								535.97-
00001	PITNEY BOWES INC-METER R	3302939638	00168820	16003903	POSTAGE MACH LEASE 12/16-3/17	03/17/17	256343	1,206.87-

PITNEY BOWES INC-METER R

Sum								1,206.87-
00001	PODS ENTERPRISES, LLC	HATT00000132	00167651	16003755	STORAGE 1001 S TIPTON TORNADO	03/17/17	256344	476.00-

PODS ENTERPRISES, LLC

Sum								476.00-
00001	PRECISION FAB & REFURBIS	010	00168209	16003940	HAND RAILS WTR DEPT TORNADO	03/17/17	256348	3,662.50-

PRECISION FAB & REFURBIS

Sum								3,662.50-
00001	PUCKETT MACHINERY COMPAN	P05C5619860	00168165	16003491	HYD FLUID U#20093 STREET	03/17/17	256350	362.44-

PUCKETT MACHINERY COMPAN

Sum								362.44-
00001	REGIONS CARDHOLDER SERVI	7079 2/28/17	00168117	16003807	AIRFARE DELGADO WASHINGTON	03/17/17	256355	334.60-
00001	REGIONS CARDHOLDER SERVI	7079 2/28/17	00168726	16003808	FUEL CHG EATON 1/30/17	03/17/17	256355	39.63-
00001	REGIONS CARDHOLDER SERVI	7079 2/28/17	00168680	16003809	MEAL 2/7/17 TORNADO EXPENSE	03/17/17	256355	53.37-
00001	REGIONS CARDHOLDER SERVI	7079 2/28/17	00168278	16003810	U-VERSE 1/6-2/5/17 MAYOR	03/17/17	256355	65.00-
00001	REGIONS CARDHOLDER SERVI	7079 2/28/17	00167803	16003811	AIRFARE COLEMAN NBRHD CNF MO	03/17/17	256355	484.60-
00001	REGIONS CARDHOLDER SERVI	7079 2/28/17	00168218	16003812	REG ARCHER LAND BANKING WEBNR	03/17/17	256355	45.00-
00001	REGIONS CARDHOLDER SERVI	7079 2/28/17	00167677	16003813	AMTRAK WHITE APA NEW YORK	03/17/17	256355	799.00-
00001	REGIONS CARDHOLDER SERVI	7079 2/28/17	00168688	16003814	LATE PAYMENT FEE	03/17/17	256355	130.82-
00001	REGIONS CARDHOLDER SERVI	7079 2/28/17	00167933	16003815	CLOTH ALLOW CHIEF PARKER	03/17/17	256355	223.96-
00001	REGIONS CARDHOLDER SERVI	7079 2/28/17	00167975	16003816	CLOTH ALLOW CHIEF PARKER	03/17/17	256355	469.97-
00001	REGIONS CARDHOLDER SERVI	7079 2/28/17	00168163	16003817	HOTEL SMITH 2/21-23 CLASS	03/17/17	256355	291.03-
00001	REGIONS CARDHOLDER SERVI	7079 2/28/17	00168685	16003818	ROBERTS/RUSSELL 4/5-6 HOTEL	03/17/17	256355	220.76-
00001	REGIONS CARDHOLDER SERVI	7079 2/28/17	00167720	16003819	FOLD DOWN SEAT U#16010 CEM	03/17/17	256355	149.99-

REGIONS CARDHOLDER SERVI

Sum								3,307.73-
00001	RICHARD CONSULTING	INSTLMNT #1	00168833	16003902	CONSULT FINANCIAL MASTER PLAN	03/17/17	256356	4,950.00-

RICHARD CONSULTING

Sum								4,950.00-
00001	RICOH CORP	5046943365	00168507	16003615	COPIER COST LAND CODE DEPT	03/17/17	256357	137.19-
00001	RICOH CORP	5047327550	00168690	16003741	COPIER 2/17 HUMAN RES	03/17/17	256357	127.87-
00001	RICOH CORP	5047454543 G	00168822	16003899	PRODUCTION PRINTER CHGS	03/17/17	256357	460.91-

RICOH CORP

Sum								725.97-
00001	RJ YOUNG COMPANY	INV1749493	00168472	16003588	COPIER 1/25-2/24/17 COURT	03/17/17	256358	335.00-
00001	RJ YOUNG COMPANY	INV1751745	00168463	16003593	COPIER 1/28-2/27/17 P/F ACDMY	03/17/17	256358	236.00-
00001	RJ YOUNG COMPANY	INV1751747	00168459	16003597	COPIER 1/28-2/27/17 FIRE DEPT	03/17/17	256358	194.00-
00001	RJ YOUNG COMPANY	INV1744683	00168533	16003655	COPIER 1/16-2/15/17 MPO DEPT	03/17/17	256358	174.00-

00001 RJ YOUNG COMPANY	INV1751746	00168843 16003906	COPIER 1/28-2/27 DETECTIVES	03/17/17	256358	492.00-
00001 RJ YOUNG COMPANY	INV1771795	00168816 16003932	COPIER 2/6-3/5 PLANNING	03/17/17	256358	369.00-

RJ YOUNG COMPANY						
Sum						1,800.00-
00001 RYAN MOTORS INC	255001	00167157 16003637	REPRS U#17317 POLICE	03/17/17	256361	357.05-
00001 RYAN MOTORS INC	255902	00168101 16003935	REPRS U#16754 POLICE	03/17/17	256361	295.50-

RYAN MOTORS INC						
Sum						652.55-
00001 SANSOM EQUIPMENT CO	50546	00168713 16003941	TIRE LABOR U#20503 PUB WORKS	03/17/17	256364	557.18-

SANSOM EQUIPMENT CO						
Sum						557.18-
00001 SHAFTON INC	8019	00167679 16003886	SPARKY THE FIRE DOG REPR PT	03/17/17	256367	38.47-

SHAFTON INC						
Sum						38.47-
00001 SEMP, MICHAEL J PLLC	SERVS 2/7-27	00168585 16003645	PRO TEM SERVS 2/17 COURT	03/17/17	256368	320.90-

SEMP, MICHAEL J PLLC						
Sum						320.90-
00001 SHOWS DEARMAN & WAITS IN	19544	00168525 16003617	SRV 2/17 COOPERATIVE ENERGY	03/17/17	256370	3,662.50-
00001 SHOWS DEARMAN & WAITS IN	19520	00168526 16003618	SRV S AVENUES BROWN WTR STUDY	03/17/17	256370	1,680.00-
00001 SHOWS DEARMAN & WAITS IN	19532	00168527 16003619	SRVS EPA RESPONSE	03/17/17	256370	7,000.00-
00001 SHOWS DEARMAN & WAITS IN	19528	00168554 16003668	SERVS 1/21/17 TORNADO	03/17/17	256370	7,437.50-
00001 SHOWS DEARMAN & WAITS IN	19522	00168552 16003706	SRVS 1/21/17 TORNADO	03/17/17	256370	4,885.00-

SHOWS DEARMAN & WAITS IN						
Sum						24,665.00-
00001 SMITH, JARROD	TRAVEL REIMB	00168401 16003478	EXPNS CRIMINAL WORKSHOP CLASS	03/17/17	256371	83.53-

SMITH, JARROD						
Sum						83.53-
00001 SOLAR SUPPLY INC	3488313	00168164 16003481	A/C FREON FIRE ADM OFFICE	03/17/17	256373	111.19-
00001 SOLAR SUPPLY INC	3488968	00168511 16003933	A/C REPR PTS INFO TECH DEPT	03/17/17	256373	186.65-
00001 SOLAR SUPPLY INC	3488971	00168792 16003934	A/C MAINT SUPP GG INS	03/17/17	256373	64.27-
00001 SOLAR SUPPLY INC	3488972	00168766 16003944	A/C CLEAN SUPP HIGHLAND CEM	03/17/17	256373	106.99-

SOLAR SUPPLY INC						
Sum						469.10-
00001 SOUTHEAST MS RURAL HEALT	9779530 UNDE	00168737 16003833	SRV 12/19/16 UNDERWOOD PRSNR	03/17/17	256374	183.54-
00001 SOUTHEAST MS RURAL HEALT	9779530 UNDE	00168737 16003834	SRV 12/19/16 UNDERWOOD PRSNR	03/17/17	256374	258.26-
00001 SOUTHEAST MS RURAL HEALT	9779530 UNDE	00168737 16003835	SRV 12/19/16 UNDERWOOD PRSNR	03/17/17	256374	241.55-
00001 SOUTHEAST MS RURAL HEALT	9779530 UNDE	00168737 16003836	SRV 12/19/16 UNDERWOOD PRSNR	03/17/17	256374	87.41-

SOUTHEAST MS RURAL HEALT						
Sum						770.76-
00001 SOUTHERN AUTOMATED SYSTE	2170284	00166939 16003931	LASER PAPER MUN COURT	03/17/17	256375	300.73-

SOUTHERN AUTOMATED SYSTE						

Sum												300.73-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT3 2/2/	02017358	16003602	POLICE FINES COLL.FEE		03/17/17	256376		954.27-		
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT2 2/2/	02017359	16003603	POLICE FINES COLL.FEE		03/17/17	256376		140.08-		
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT 2/2/1	02017360	16003604	POLICE FINES COLL.FEE		03/17/17	256376		6.20-		
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT3 2/16	02017368	16003761	POLICE FINES COLL.FEE		03/17/17	256376		4,647.68-		
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT2 2/16	02017369	16003762	POLICE FINES COLL.FEE		03/17/17	256376		88.15-		
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT 2/16/	02017370	16003763	POLICE FINES COLL.FEE		03/17/17	256376		46.35-		

SOUTHERN FINANCIAL SYSTE												
Sum											5,882.73-	
00001	SOUTHERN FIRE & SPRINKLE	09-8891		00167944	16003889	SPRINKLER INSPECT TRAIN DEPOT	03/17/17	256377		350.00-		

SOUTHERN FIRE & SPRINKLE												
Sum											350.00-	
00001	SOUTHERN PINE ELECTRIC P	3/17 GENERAL	00201711	16003767	MNTHLY 3/17	PUBLIC SERVICES	03/17/17	256381		1,293.38-		

SOUTHERN PINE ELECTRIC P												
Sum											1,293.38-	
00001	SOUTHERN PINES ANIMAL SH	3/17		00168751	16003804	HANDLING/HOUSING 3/17	03/17/17	256382		9,716.00-		

SOUTHERN PINES ANIMAL SH												
Sum											9,716.00-	
00001	SOUTHERN PIPE & SUPPLY C	382385-00		00167416	16003888	PLUMB SUPP T DEPOT FOUNTAIN	03/17/17	256383		130.00-		

SOUTHERN PIPE & SUPPLY C												
Sum											130.00-	
00001	SOUTHERN TIRE MART LLC	11125339		00168388	16003630	TIRES U#16238 CEMETERY	03/17/17	256385		624.52-		
00001	SOUTHERN TIRE MART LLC	9018319		00167970	16003780	TIRES FOR POLICE STOCK	03/17/17	256385		2,829.40-		
00001	SOUTHERN TIRE MART LLC	9017781		00168612	16003797	SUPP U#17529/SHOP TORNADO '17	03/17/17	256385		281.60-		
00001	SOUTHERN TIRE MART LLC	11125156		00168310	16003800	TIRES VARI SANIT UNITS	03/17/17	256385		2,425.68-		

SOUTHERN TIRE MART LLC												
Sum											6,161.20-	
00001	SPEEDY PRINTING & SIGNS	23504		00168050	16003504	SIGN FOR LIFE CENTER	03/17/17	256386		295.00-		

SPEEDY PRINTING & SIGNS												
Sum											295.00-	
00001	STANDARD GRAVEL CO	69770		00168134	16003492	WASHED GRAVEL CITY WIDE USE	03/17/17	256388		816.00-		

STANDARD GRAVEL CO												
Sum											816.00-	
00001	STANDARD OFFICE SUPPLY C	0068465-001		00168587	16003756	SHREDDER POLICE DEPT	03/17/17	256389		139.99-		
00001	STANDARD OFFICE SUPPLY C	0068523-001		00168653	16003887	OFFICE SUPP TAX DEPT	03/17/17	256389		161.20-		
00001	STANDARD OFFICE SUPPLY C	0068520-001		00168658	16003936	OFFICE EQUIP TEMP POLICE BLDG	03/17/17	256389		685.25-		

STANDARD OFFICE SUPPLY C												
Sum											986.44-	
00001	STRIBLING EQUIPMENT CO L	RS006016957.		00168204	16003570	REPRS U#20152 TORNADO 2017	03/17/17	256390		3,316.92-		

STRIBLING EQUIPMENT CO L												
Sum											3,316.92-	

00001 SUNBELT FIRE INC	302910	00167791 16003483 REPR PTS U#15491 FIRE DEPT	03/17/17	256391	64.06-

SUNBELT FIRE INC					
Sum					64.06-
00001 TASER INTERNATIONAL, INC SI1472183		00167506 16003778 TASER CARTRIDGES	03/17/17	256393	3,421.24-

TASER INTERNATIONAL, INC					
Sum					3,421.24-
00001 TEMPLE INC	INV0160978	00167826 16003489 SIGNAL EQUIP TRAFFIC DEPT	03/17/17	256395	2,045.00-
00001 TEMPLE INC	INV0160823	00167981 16003616 EMS UNIT FOR PED FLASHERS	03/17/17	256395	1,102.00-

TEMPLE INC					
Sum					3,147.00-
00001 THYSSENKRUPP ELEVATOR CO 3003014470		00168361 16003514 MAINT 2/17 PINE ST GARAGE	03/17/17	256399	468.40-

THYSSENKRUPP ELEVATOR CO					
Sum					468.40-
00001 TRANSUNION RISK AND ALTE 362606 3/01/		00168442 16003565 ONLINE INVESTIGATIONS 2/17	03/17/17	256402	130.50-

TRANSUNION RISK AND ALTE					
Sum					130.50-
00001 TRUCKPRO INC	039-0623810	00168374 16003883 REPR PTS U#13933 FIRE DEPT	03/17/17	256403	33.09-

TRUCKPRO INC					
Sum					33.09-
00001 TRUCKS PLUS AUTO ACCESSO 34375		00167048 16003937 ACCESSORIES U#20369 FIRE DEPT	03/17/17	256404	1,059.00-
00001 TRUCKS PLUS AUTO ACCESSO 34376		00167242 16003938 LOCKING SHANK PIN U#20369	03/17/17	256404	20.00-

TRUCKS PLUS AUTO ACCESSO					
Sum					1,079.00-
00001 U S POSTAL SERVICE POSTA POSTAGE PO#1		00168349 16003467 MAIL MACHINE POSTAGE	03/17/17	256405	15,000.00-

U S POSTAL SERVICE POSTA					
Sum					15,000.00-
00001 UNIVERSITY OF MISSISSIPP REG-EATON 3/		00168826 16003945 REG-EATON 3/15-17/17	03/17/17	256407	175.00-

UNIVERSITY OF MISSISSIPP					
Sum					175.00-
00001 UNIVERSITY TIRE & SERVIC 502523		00167360 16003474 TIRES POLICE STOCK	03/17/17	256408	1,862.00-

UNIVERSITY TIRE & SERVIC					
Sum					1,862.00-
00001 V F W OF THE US	PARKING SPAC	00168360 16003515 PARKING SPACES 3/17	03/17/17	256409	75.00-

V F W OF THE US					
Sum					75.00-
00001 VESELY'S NURSERY	PO#165351 11	00165351 16003843 FALL PLANTS CITY HALL	03/17/17	256413	484.50-

VESELY'S NURSERY					
Sum					484.50-
00001 WARREN PAVING INC	812324	00165911 16003764 STRIPE DOWNTOWN STREETS	03/17/17	256415	8,552.50-

WARREN PAVING INC

Sum									8,552.50-
00001	WASTE MANAGEMENT OF SOUT	0009724-2526	00168745	16003801	REFUSE DISPOSAL SANIT	03/17/17	256416		6,525.64-

WASTE MANAGEMENT OF SOUT

Sum									6,525.64-
00001	WATERS INT'L TRUCKS (MER	08P829691	00168128	16003509	REPR PTS U#14408 SANIT	03/17/17	256418		138.97-
00001	WATERS INT'L TRUCKS (MER	08P829689	00168128	16003516	CREDIT	03/17/17	256418		159.55
00001	WATERS INT'L TRUCKS (MER	08P830032	00168398	16003639	REPR PTS U#13933 FIRE DEPT	03/17/17	256418		70.40-

WATERS INT'L TRUCKS (MER

Sum									49.82-
00001	WATERS INTERNATIONAL TRU	08P828597	00167820	16003507	REPR PTS U#16007/14408 SANIT	03/17/17	256419		320.16-
00001	WATERS INTERNATIONAL TRU	08P829583	00168127	16003508	REPR PTS SHOP STOCK	03/17/17	256419		36.36-
00001	WATERS INTERNATIONAL TRU	08P828676	00168199	16003510	REPR PTS U#14406 SANIT	03/17/17	256419		331.89-
00001	WATERS INTERNATIONAL TRU	08P829380	00168308	16003640	REPR PTS U#16082 STREET	03/17/17	256419		359.94-
00001	WATERS INTERNATIONAL TRU	08P829689	00168308	16003644	CREDIT PO#168128	03/17/17	256419		159.55
00001	WATERS INTERNATIONAL TRU	08P830248	00168509	16003884	REPR PTS U#11100 FIRE DEPT	03/17/17	256419		854.30-
00001	WATERS INTERNATIONAL TRU	08P830331	00168575	16003885	REPR PTS VARI FIRE UNITS	03/17/17	256419		459.06-

WATERS INTERNATIONAL TRU

Sum									2,202.16-
00001	WATTS BROTHERS TRACTOR C	01-22983	00167785	16003701	REPR PTS U#16722 STREET	03/17/17	256421		253.10-
00001	WATTS BROTHERS TRACTOR C	01-23009	00168426	16003793	REPR PTS U#16076 PUB WORKS	03/17/17	256421		63.08-

WATTS BROTHERS TRACTOR C

Sum									316.18-
00001	WCO STUDIOS	2017113	00168471	16003594	FIRE RECRUIT GRAD VIDEO	03/17/17	256422		400.00-

WCO STUDIOS

Sum									400.00-
00001	WEBSTER ELECTRIC COMPANY	2219	00166605	16003893	REPR REIL LIGHTS AIRPORT	03/17/17	256423		1,997.26-

WEBSTER ELECTRIC COMPANY

Sum									1,997.26-
00001	WHEELER'S JANITORIAL SUP	040465 GENER	00168634	16003900	JANIT SUPP TRAIN DEPOT	03/17/17	256427		616.56-

WHEELER'S JANITORIAL SUP

Sum									616.56-
00001	WILLMUT GAS & OIL COMPAN	3/17 GENERAL	00201711	16003768	MNTHLY GAS-GENERAL	03/17/17	256429		4,885.11-

WILLMUT GAS & OIL COMPAN

Sum									4,885.11-
00001	WORKWELL SERVICES (NEW V	32099	00168789	16003857	FIRE RECRUITS PHYSICALS	03/17/17	256432		183.00-
00001	WORKWELL SERVICES (NEW V	30361	00166338	16003901	POST ACCIDENT DRUG SCREEN	03/17/17	256432		83.00-

WORKWELL SERVICES (NEW V

Sum									266.00-
00001	98 WASTE LLC	260	00168596	16003702	RUBBISH DISPOSAL TORNADO 2017	03/17/17	256433		107.10-
00001	98 WASTE LLC	261	00168596	16003703	RUBBISH DISPOSAL TORNADO 2017	03/17/17	256433		333.90-
00001	98 WASTE LLC	270	00168596	16003704	RUBBISH DISPOSAL TORNADO 2017	03/17/17	256433		359.10-

98 WASTE LLC
Sum

Sum

800.10-

3,513,990.68-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 03/16/17

PERIOD ENDING MARCH 17, 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	273652	00168650	16000680	FIRE ANT POISON CITY WIDE USE	03/17/17	256110	168.00-

A & R FARM AND GARDEN							
Sum							168.00-
00002 AGRI-AFC LLC	5307239	00168339	16000631	PRE-EMERGE HERBICIDE BALLFLDS	03/17/17	256114	2,260.00-
00002 AGRI-AFC LLC	5309265	00168542	16000632	FERTILIZER VARI PKS/CITY HALL	03/17/17	256114	215.06-
00002 AGRI-AFC LLC	5309276	00168551	16000633	HERBICIDE ALL BALLFIELDS	03/17/17	256114	110.00-
00002 AGRI-AFC LLC	5309271	00168543	16000634	FERTILIZER VARI PKS/CITY HALL	03/17/17	256114	137.50-
00002 AGRI-AFC LLC	5309278	00168563	16000635	FERTILIZER DOG PARK	03/17/17	256114	107.53-
00002 AGRI-AFC LLC	5310330	00168651	16000636	BARRICADES SAN ANTONIO FIELD	03/17/17	256114	429.00-

AGRI-AFC LLC							
Sum							3,259.09-
00002 ANOINTED HANDS SERVICES, 2949		00168457	16000621	SERVS 3/17 GRNDS MAINT	03/17/17	256118	310.00-

ANOINTED HANDS SERVICES,							
Sum							310.00-
00002 AT&T MOBILITY	287273578351	00168447	16000620	WIRELESS SRV 1/17 PARKS/REC	03/17/17	256130	311.57-

AT&T MOBILITY							
Sum							311.57-
00002 AUTO ARMATURE SERVICE IN 1773		00168406	16000642	BATTERY U#8647	03/17/17	256131	125.95-

AUTO ARMATURE SERVICE IN							
Sum							125.95-
00002 BLUE DOLPHIN POOL	27828	00167071	16000619	FOUNTAIN MAINT VARI LOC	03/17/17	256139	600.00-

BLUE DOLPHIN POOL							
Sum							600.00-
00002 BRACKMAN MOWER WAREHOUSE 23467		00167989	16000644	REPRS U#18478 MOWER	03/17/17	256143	248.63-
00002 BRACKMAN MOWER WAREHOUSE 23465		00168073	16000645	REPRS U#20232	03/17/17	256143	295.41-
00002 BRACKMAN MOWER WAREHOUSE 23765		00168412	16000646	REPRS U#20234	03/17/17	256143	86.56-
00002 BRACKMAN MOWER WAREHOUSE 23830		00168413	16000647	REPRS U#19303	03/17/17	256143	589.71-
00002 BRACKMAN MOWER WAREHOUSE 23927		00168414	16000648	REPRS U#19465	03/17/17	256143	59.68-
00002 BRACKMAN MOWER WAREHOUSE 23931		00168415	16000649	KEY REPLACEMENT U#14980	03/17/17	256143	85.00-

BRACKMAN MOWER WAREHOUSE							
Sum							1,364.99-
00002 BRADDOCK, ARETHA	OFFICIAL 2/2	02017383	16000664	OFFICIAL-ADULT BASKETBALL	03/17/17	256145	200.00-

BRADDOCK, ARETHA							
Sum							200.00-
00002 BROWN, KIM	OFFICIAL 2/2	02017383	16000665	OFFICIAL-ADULT BASKETBALL	03/17/17	256147	200.00-

BROWN, KIM							

Sum									200.00-
00002 BRYANT, ERNEST J	SPORTS SERV	02017384	16000673	SPORTS SUPPORT SERVICES	03/17/17	256151			200.00-
BRYANT, ERNEST J									
Sum									200.00-
00002 CARQUEST AUTO PARTS STOR	14758-83693	00167624	16000614	REPR PTS U#9621 GRNDS MAINT	03/17/17	256160			40.63-
00002 CARQUEST AUTO PARTS STOR	14758-83817	00167674	16000615	REPR PTS U#9621 GRNDS MAINT	03/17/17	256160			517.02-
00002 CARQUEST AUTO PARTS STOR	14758-84957	00167674	16000618	CREDIT	03/17/17	256160			79.66
00002 CARQUEST AUTO PARTS STOR	14758-85131	00168307	16000627	RADIATOR U#8647 GRNDS MAINT	03/17/17	256160			122.90-
00002 CARQUEST AUTO PARTS STOR	14758-84285	00167846	16000637	MOTOR OIL FOR ALL EQUIPMENT	03/17/17	256160			102.96-

CARQUEST AUTO PARTS STOR									
Sum									703.85-
00002 CITY OF HATTIESBURG FUND TRF 1ST 3/17	02017345	16000607	TRF 1ST 3/17	PAYROLL	03/01/17	311296			49,003.20-
00002 CITY OF HATTIESBURG FUND TRF 2ND 3/17	02017382	16000663	TRF 2ND 3/17	PAYROLL	03/15/17	311325			65,340.65-

CITY OF HATTIESBURG FUND									
Sum									114,343.85-
00002 CLEMTS HARDWARE	117279	00168514	16000683	BACKPACK SPRAYERS	03/17/17	256171			170.00-

CLEMTS HARDWARE									
Sum									170.00-
00002 COMMERCIAL STATIONERY CO	397775-1	00168329	16000610	COPY PAPER MCNAIR CENTER	03/17/17	256173			519.90-

COMMERCIAL STATIONERY CO									
Sum									519.90-
00002 COMSOUTH	185800	00168194	16000628	RADIO ANTENNA GRNDS MAINT	03/17/17	256174			35.75-

COMSOUTH									
Sum									35.75-
00002 ECONOMY SUPPLY CO	267852	00168303	16000608	LOCK SET TATUM SOC SPLY DOOR	03/17/17	256197			34.50-
00002 ECONOMY SUPPLY CO	268185	00168362	16000613	BLDG SUPP DOG PARK	03/17/17	256197			237.00-
00002 ECONOMY SUPPLY CO	268762	00168627	16000641	STEP REPR MATLS S ANTONIO FLD	03/17/17	256197			48.21-
00002 ECONOMY SUPPLY CO	269044	00168720	16000685	REPR MATLS CHAIN PK BROADWALK	03/17/17	256197			38.56-

ECONOMY SUPPLY CO									
Sum									358.27-
00002 ELKINS WHOLESALE INC	305898-00	00168343	16000629	TOILET TISSUE CITY WIDE USE	03/17/17	256198			314.80-
00002 ELKINS WHOLESALE INC	307131-00	00168647	16000630	JANIT SUPP CITY WIDE USE	03/17/17	256198			519.41-

ELKINS WHOLESALE INC									
Sum									834.21-
00002 FAGAN TREE AND SPRAYING	2337	00168567	16000654	PRE-EMERGE SPRAY VARI LOC	03/17/17	256206			1,525.00-

FAGAN TREE AND SPRAYING									
Sum									1,525.00-
00002 GARNER LUMLEY ELECTRIC S	534448	00168302	16000626	ELEC SUPP TATUM TENNIS LIGHTS	03/17/17	256227			137.63-

GARNER LUMLEY ELECTRIC S									
Sum									137.63-
00002 GLOBAL SECURITY INVESTIG	10121	00166873	16000624	SECURITY YOUTH BASKETBALL	03/17/17	256233			210.00-
00002 GLOBAL SECURITY INVESTIG	10122	00167290	16000625	SECURITY 1-2/17 ADULT BSKTBALL	03/17/17	256233			1,780.00-

GLOBAL SECURITY INVESTIG								
Sum								1,990.00-
00002	GRAVES, GARY L	OFFICIAL 2/2	02017383	16000666	OFFICIAL-ADULT BASKETBALL	03/17/17	256237	200.00-

GRAVES, GARY L								
Sum								200.00-
00002	GRIFFIN, GABRIEL	OFFICIAL 2/2	02017383	16000667	OFFICIAL-ADULT BASKETBALL	03/17/17	256241	50.00-

GRIFFIN, GABRIEL								
Sum								50.00-
00002	HINES, ERIC	OFFICIAL 2/2	02017383	16000668	OFFICIAL-ADULT BASKETBALL	03/17/17	256260	200.00-

HINES, ERIC								
Sum								200.00-
00002	JACKSON, ROOSEVELT III	565869	00168105	16000609	PAINT EXTERIOR TATUM SOFTBALL	03/17/17	256271	2,875.00-
00002	JACKSON, ROOSEVELT III	565880	00168436	16000653	PAINT OUTFLD FENCE TATUM BB	03/17/17	256271	4,950.00-

JACKSON, ROOSEVELT III								
Sum								7,825.00-
00002	JERRY'S AUTOMOTIVE REPAI	18398	00168407	16000643	BRAKE REPR U#18569	03/17/17	256273	35.25-
00002	JERRY'S AUTOMOTIVE REPAI	18424(A)	00168697	16000687	BRAKE REPR U#11214	03/17/17	256273	567.95-
00002	JERRY'S AUTOMOTIVE REPAI	18424(B)	00168722	16000688	BRAKE REPR U#11214	03/17/17	256273	179.25-

JERRY'S AUTOMOTIVE REPAI								
Sum								782.45-
00002	KEEP AMERICA BEAUTIFUL I	NSF17-0104-I	00168411	16000617	2017 AFFILIATE FEE	03/17/17	256276	250.00-

KEEP AMERICA BEAUTIFUL I								
Sum								250.00-
00002	KETTLEY, ANNETTE	SPORTS SERVS	02017384	16000674	SPORTS SUPPORT SERVICES	03/17/17	256277	192.00-

KETTLEY, ANNETTE								
Sum								192.00-
00002	KINNEL, ISAAC L	OFFICIAL 2/2	02017383	16000669	OFFICIAL-ADULT BASKETBALL	03/17/17	256278	275.00-

KINNEL, ISAAC L								
Sum								275.00-
00002	LINDSEY, TABORIS	OFFICIAL 2/2	02017383	16000670	OFFICIAL-ADULT BASKETBALL	03/17/17	256284	50.00-

LINDSEY, TABORIS								
Sum								50.00-
00002	LOWE'S OF HATTIESBURG IN	947926	00167620	16000622	TRASH CANS CITY WIDE EVENTS	03/17/17	256291	569.20-
00002	LOWE'S OF HATTIESBURG IN	967887	00168193	16000623	TRASH CANS TATUM SOCCER	03/17/17	256291	284.60-

LOWE'S OF HATTIESBURG IN								
Sum								853.80-
00002	MAULDIN COMPANY	R40651	00168306	16000650	REPRS U#9905	03/17/17	256295	189.05-

MAULDIN COMPANY								
Sum								189.05-
00002	MID SOUTH GLASS INC	0043673	00168074	16000686	LEXAN DAHMER PRESSBOXES	03/17/17	256303	1,352.50-

MID SOUTH GLASS INC							
Sum							1,352.50-
00002 MORGAN, C J INC	2016103	00168815 16000689	DETENTION BASINS NEW REC OFFC	03/17/17	256312	18,828.17-	-----
MORGAN, C J INC							
Sum							18,828.17-
00002 MS GRASS NURSERY	28374	00167939 16000638	GRASS SOD CITY HALL	03/17/17	256316	520.00-	-----
MS GRASS NURSERY							
Sum							520.00-
00002 MS POWER COMPANY	3/17 PKS/REC	00201711 16000679	MNTHLY ELEC-PARKS & REC	03/17/17	256318	1,283.38-	-----
MS POWER COMPANY							
Sum							1,283.38-
00002 NEEL-SCHAFFER INC	1042421 PH 1	00154569 16000660	SRV E HARDY PARK SITE TEST	03/17/17	256323	203.23-	-----
NEEL-SCHAFFER INC							
Sum							203.23-
00002 PHILLIPS BARK PROCESSING	118427	00168089 16000639	LANDSCAPE MULCH CITY WIDE USE	03/17/17	256336	1,410.00-	-----
PHILLIPS BARK PROCESSING							
Sum							1,410.00-
00002 POWELL, RANDY	SPORTS SERVS	02017384 16000675	SPORTS SUPPORT SERVICES	03/17/17	256347	288.00-	-----
POWELL, RANDY							
Sum							288.00-
00002 PRISM PRODUCTS	107316	00167243 16000684	TRASH CANS/BIKE RACKS DOG PK	03/17/17	256349	2,408.00-	-----
PRISM PRODUCTS							
Sum							2,408.00-
00002 SANFORD, JOHN L JR INC	49680	00168156 16000681	MASON SAND VARI PARKS	03/17/17	256363	1,087.70-	-----
SANFORD, JOHN L JR INC							
Sum							1,087.70-
00002 SHERWIN-WILLIAMS COMPANY	2418-9	00168718 16000690	BALLFIELD MARKING PAINT	03/17/17	256369	2,112.00-	-----
SHERWIN-WILLIAMS COMPANY							
Sum							2,112.00-
00002 SOUTHERN MS PINE STRAW	10177	00168642 16000682	PINE STRAW CITY WIDE USE	03/17/17	256379	275.00-	-----
SOUTHERN MS PINE STRAW							
Sum							275.00-
00002 SOUTHERN ON SITE STORAGE	55086	00167852 16000661	PORTALETTS TOWN PK 3/17-9/17	03/17/17	256380	170.00-	
00002 SOUTHERN ON SITE STORAGE	55049	00167881 16000691	PORTALETTS HUB CITY CLASSIC	03/17/17	256380	690.00-	-----
SOUTHERN ON SITE STORAGE							
Sum							860.00-
00002 SOUTHERN TIRE MART #9 (M	9018813	00168478 16000651	TRAILER TIRE	03/17/17	256384	69.85-	
00002 SOUTHERN TIRE MART #9 (M	9018846	00168500 16000652	TIRES U#20233	03/17/17	256384	86.36-	-----

SOUTHERN TIRE MART #9 (M

Sum							156.21-
00002	SPORTS ILLUSTRATED PLAY	292662	00168438	16000616	REGISTRATION FEES 2/17	03/17/17	256387 270.25-

SPORTS ILLUSTRATED PLAY

Sum							270.25-
00002	THOMPSON, JESSE	OFFICIAL 2/2	02017383	16000671	OFFICIAL-ADULT BASKETBALL	03/17/17	256397 50.00-

THOMPSON, JESSE

Sum							50.00-
00002	TITLE BOXING	P06678810102	00168508	16000657	BOXING CLUB SUPPLIES	03/17/17	256400 819.73-
00002	TITLE BOXING	P06678810103	00168508	16000658	BOXING CLUB SUPPLIES	03/17/17	256400 179.94-
00002	TITLE BOXING	P06678810101	00168508	16000659	BOXING CLUB SUPPLIES	03/17/17	256400 896.94-

TITLE BOXING

Sum							1,896.61-
00002	VARNADO, ALEXANDRIA	SPORTS SERVS	02017384	16000676	SPORTS SUPPORT SERVICES	03/17/17	256410 192.00-

VARNADO, ALEXANDRIA

Sum							192.00-
00002	VARNADO, UNDREA	SPORTS SERVS	02017384	16000677	SPORTS SUPPORT SERVICES	03/17/17	256411 240.00-

VARNADO, UNDREA

Sum							240.00-
00002	VESELY'S NURSERY	PO#167994 3/	00167994	16000640	PLANTS CITY HALL/SHERRILL CTR	03/17/17	256413 730.00-

VESELY'S NURSERY

Sum							730.00-
00002	WATER FLOW PRODUCTIONS I	10072	00168450	16000655	IRRIGATION REPR DAHMER FLD#1	03/17/17	256417 267.10-

WATER FLOW PRODUCTIONS I

Sum							267.10-
00002	WHEELER, CURTIS	SPORTS SERVS	02017384	16000678	SPORTS SUPPORT SERVICES	03/17/17	256426 40.00-

WHEELER, CURTIS

Sum							40.00-
00002	WILLMUT GAS & OIL COMPAN	3/17 PKS/REC	00201711	16000662	MNTHLY GAS-PARKS & REC	03/17/17	256429 338.84-

WILLMUT GAS & OIL COMPAN

Sum							338.84-
00002	WILSON, JESSICA B	OFFICIAL 2/2	02017383	16000672	OFFICIAL-ADULT BASKETBALL	03/17/17	256430 350.00-

WILSON, JESSICA B

Sum							350.00-
00002	WOODWARD STEAM CLEANING	20886	00168641	16000656	REPR PRESSURE WASHER	03/17/17	256431 685.00-

WOODWARD STEAM CLEANING

Sum							685.00-

Sum							174,069.35-

Date - 03/16/17

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HATT.MUNICIPAL FIRE PROTECTION							
00005 EMERGENCY EQUIPMENT PROF	425692	00168178	16000030	SCBA FACE PIECES	03/17/17	256199	3,993.60-
00005 EMERGENCY EQUIPMENT PROF	425804	00168180	16000033	FIRE HELMETS	03/17/17	256199	5,084.60-
EMERGENCY EQUIPMENT PROF							
Sum							9,078.20-
00005 NAFECO-NORTH AMERICA FIR	861976	00167324	16000026	FIRE RECRUITS BUNKER GEAR	03/17/17	256321	11,622.74-
00005 NAFECO-NORTH AMERICA FIR	865421	00167324	16000027	FIRE RECRUITS BUNKER GEAR	03/17/17	256321	3,179.59-
00005 NAFECO-NORTH AMERICA FIR	865831	00167324	16000028	FIRE RECRUITS BUNKER GEAR	03/17/17	256321	4,604.94-
NAFECO-NORTH AMERICA FIR							
Sum							19,407.27-
00005 TRUSTMARK NATIONAL BANK/ AC	28401107	02017367	16000031	FIRE TRUCK LEASE NOTE #33523	03/15/17	22011	14,340.60-
00005 TRUSTMARK NATIONAL BANK/ AC	27335025	02017366	16000032	FIRE TRUCK LEASE NOTE #22568	03/15/17	22012	16,377.37-
TRUSTMARK NATIONAL BANK/							
Sum							30,717.97-
Sum							59,203.44-

Date - 03/16/17

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PAYROLL FUND							
00006 ALEXANDER, BRETT (REFUND	REFUND HOSPI	02017385	16000265	REFUND HOSPITAL INSURANCE	03/15/17	111660	500.00-

ALEXANDER, BRETT (REFUND							500.00-
Sum							500.00-
00006 PATTERSON, MATTHEW	REFUND GARNI	02017352	16000259	REFUND GARNISHMENT W/H	03/02/17	111642	355.66-

PATTERSON, MATTHEW							355.66-
Sum							355.66-
00006 PROVIDENT LIFE AND ACCID	02/17	00201782	16000261	EMP CONTRIB 2/17	03/09/17	111650	6,634.36-

PROVIDENT LIFE AND ACCID							6,634.36-
Sum							6,634.36-

Sum							7,490.02-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 03/16/17

PERIOD ENDING MARCH 17, 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 ADVANCED JANITORIAL SERV	101080	WTR B	00168591	16000690 SERVS 2/17 WTR BILLING	03/17/17	256113	495.00-
ADVANCED JANITORIAL SERV							
Sum							495.00-
00009 ALTER TRADING CORPORATIO	RECEIPT #675	02017379	16000712	RFD PORTION OF RECEIPT 67526	03/17/17	256116	7,355.60-
ALTER TRADING CORPORATIO							
Sum							7,355.60-
00009 AT&T MOBILITY	287273578351	00168447	16000668	WIRELESS SRV 1/17 CUST ACCTS	03/17/17	256130	464.53-
00009 AT&T MOBILITY	287273861504	00168782	16000730	GPS TRACKING WATER PLANT	03/17/17	256130	27.88-
AT&T MOBILITY							
Sum							492.41-
00009 BIG 10 TIRE COMPANY INC	003-20634	00167864	16000645	REPRS U#13513 SEWER DEPT	03/17/17	256138	403.27-
00009 BIG 10 TIRE COMPANY INC	003-20812	00168195	16000710	REPRS U#13513 SEWER	03/17/17	256138	202.39-
BIG 10 TIRE COMPANY INC							
Sum							605.66-
00009 BODY TECH INC	4750 PO#1678	00167898	16000659	REPRS U#20056 TORNADO 2017	03/17/17	256140	8,298.60-
00009 BODY TECH INC	4750 PO#1678	00167871	16000664	REPRS U#13061 TORNADO 2017	03/17/17	256140	5,223.22-
00009 BODY TECH INC	4750 PO#1678	00167899	16000716	REPRS U#20446 TORNADO 2017	03/17/17	256140	3,994.68-
00009 BODY TECH INC	4750 PO#1679	00167901	16000717	REPRS U#13511 TORNADO 2017	03/17/17	256140	3,990.90-
BODY TECH INC							
Sum							21,507.40-
00009 BONNER ANALYTICAL TESTIN	62700	00168326	16000647	MONITORING N&S LAGOONS	03/17/17	256141	1,147.32-
00009 BONNER ANALYTICAL TESTIN	62737	00168470	16000676	TESTS 2/17 NORTH LAGOON	03/17/17	256141	121.50-
BONNER ANALYTICAL TESTIN							
Sum							1,268.82-
00009 CARQUEST AUTO PARTS STOR	14758-82314	00166976	16000657	ANTIFREEZE U#12689 TRANS	03/17/17	256160	68.28-
00009 CARQUEST AUTO PARTS STOR	14758-84348	00167912	16000658	REPR PTS U#12689 TRANS	03/17/17	256160	149.66-
CARQUEST AUTO PARTS STOR							
Sum							217.94-
00009 CENTRAL PIPE SUPPLY INC	S100084519.0	00166986	16000705	PLUMB SUPP TRANS STOCK	03/17/17	256164	3,143.20-
00009 CENTRAL PIPE SUPPLY INC	S100084519.0	00166986	16000706	PLUMB SUPP TRANS STOCK	03/17/17	256164	1,787.06-
00009 CENTRAL PIPE SUPPLY INC	S100089482.0	00168464	16000707	PLUMB SUPP TRANS STOCK	03/17/17	256164	2,483.70-
00009 CENTRAL PIPE SUPPLY INC	S100089482.0	00168464	16000708	PLUMB SUPP TRANS STOCK	03/17/17	256164	142.20-
CENTRAL PIPE SUPPLY INC							
Sum							7,556.16-
00009 CITY OF HATTIESBURG FUND	TRF 1ST 3/17	02017345	16000639	TRF 1ST 3/17 PAYROLL	03/01/17	22008	81,392.55-
00009 CITY OF HATTIESBURG FUND	TRF 2ND 3/17	02017382	16000719	TRF 2ND 3/17 PAYROLL	03/15/17	22010	112,795.00-

CITY OF HATTIESBURG FUND

Sum								194,187.55-
00009	CONTROL SYSTEMS INC	53600	00167100	16000648	RPLCMNT COMPUTER PLT #2	03/17/17	256177	3,700.00-
00009	CONTROL SYSTEMS INC	53020	00168466	16000677	SERV CALL TO LAGOON	03/17/17	256177	364.12-
00009	CONTROL SYSTEMS INC	53096	00165141	16000689	REPR/MAINT H'BURG LIFT STA	03/17/17	256177	1,051.80-
00009	CONTROL SYSTEMS INC	53108	00165250	16000739	SERVICE CALL PLT #2	03/17/17	256177	520.00-

CONTROL SYSTEMS INC								
Sum								5,635.92-
00009	COVINGTON SALES & SERVIC	75322	00168504	16000755	REPRS U#15916 SEWER	03/17/17	256180	2,056.31-

COVINGTON SALES & SERVIC								
Sum								2,056.31-
00009	D P C ENTERPRISES LP	212000212-17	00167251	16000682	CHEMICALS PLT #2	03/17/17	256184	7,477.50-
00009	D P C ENTERPRISES LP	212000313-17	00167251	16000683	CHEMICALS PLT #2	03/17/17	256184	6,043.50-
00009	D P C ENTERPRISES LP	212000348-17	00167251	16000684	CHEMICALS PLT #2	03/17/17	256184	24,700.00-
00009	D P C ENTERPRISES LP	212000363-17	00168196	16000698	CHLORINE NORTH LAGOON	03/17/17	256184	762.00-
00009	D P C ENTERPRISES LP	212000364-17	00168196	16000699	CHLORINE SOUTH LAGOON	03/17/17	256184	1,524.00-
00009	D P C ENTERPRISES LP	212000365-17	00168196	16000700	CHLORINE PLT #1	03/17/17	256184	1,143.00-
00009	D P C ENTERPRISES LP	212000366-17	00168196	16000701	CHLORINE PLT #2	03/17/17	256184	1,143.00-
00009	D P C ENTERPRISES LP	212000406-17	00168320	16000709	CHLORINE FORREST GEN TANK	03/17/17	256184	1,103.94-
00009	D P C ENTERPRISES LP	212000405-17	00167251	16000711	CHEMICALS WTR PLT #2	03/17/17	256184	79.00-

D P C ENTERPRISES LP								
Sum								43,975.94-
00009	DIXIE COMMUNITY UTILITY	SEWER BILLIN	00168670	16000704	SEWER BILLING 1/17	03/17/17	256191	385.50-
00009	DIXIE COMMUNITY UTILITY	SEWER BILLIN	00168824	16000748	SEWER BILLING 2/17	03/17/17	256191	388.50-

DIXIE COMMUNITY UTILITY								
Sum								774.00-
00009	ENVIRONMENTAL SERVICES L	014AR17	00168419	16000660	ASBESTOS INSPEC PLT#2 TORNADO	03/17/17	256203	560.00-

ENVIRONMENTAL SERVICES L								
Sum								560.00-
00009	FERGUSON ENTERPRISES INC	6445882	00167594	16000696	WTR FOUNTAIN FILTERS	03/17/17	256211	116.77-
00009	FERGUSON ENTERPRISES INC	6553238	00168321	16000702	WATER HEATER PLT #2	03/17/17	256211	440.43-
00009	FERGUSON ENTERPRISES INC	6559063	00168352	16000703	WTR HEATER PLUMB SUPP PLT #2	03/17/17	256211	81.36-

FERGUSON ENTERPRISES INC								
Sum								638.56-
00009	G & K SERVICES	1035813501	00168386	16000650	UNIFORMS 2/27 TRANS	03/17/17	256224	70.11-
00009	G & K SERVICES	1035813505	00168386	16000651	MOP/MAT 2/27 PLANT	03/17/17	256224	14.40-
00009	G & K SERVICES	1035813504	00168386	16000652	UNIFORMS 2/27 PLANT	03/17/17	256224	50.51-
00009	G & K SERVICES	1035813502	00168386	16000653	UNIFORMS 2/27 SEWER	03/17/17	256224	54.60-
00009	G & K SERVICES	1035813503	00168386	16000654	UNIFORMS 2/27 LAGOON	03/17/17	256224	23.40-
00009	G & K SERVICES	1035815624	00168762	16000720	UNIFORMS 3/06 TRANS	03/17/17	256224	63.11-
00009	G & K SERVICES	1035815628	00168762	16000721	MOP/MAT 3/06 PLANT	03/17/17	256224	14.40-
00009	G & K SERVICES	1035815627	00168762	16000722	UNIFORMS 3/06 PLANT	03/17/17	256224	50.51-
00009	G & K SERVICES	1035815625	00168762	16000723	UNIFORMS 3/06 SEWER	03/17/17	256224	54.60-
00009	G & K SERVICES	1035815626	00168762	16000724	UNIFORMS 3/06 LAGOON	03/17/17	256224	23.40-
00009	G & K SERVICES	1035817726	00168763	16000725	UNIFORMS 3/13 TRANS	03/17/17	256224	63.11-

00009 G & K SERVICES	1035817730	00168763 16000726 MOP/MAT 3/13 PLANT	03/17/17	256224	14.40-
00009 G & K SERVICES	1035817729	00168763 16000727 UNIFORMS 3/13 PLANT	03/17/17	256224	50.51-
00009 G & K SERVICES	1035817727	00168763 16000728 UNIFORMS 3/13 SEWER	03/17/17	256224	54.60-
00009 G & K SERVICES	1035817728	00168763 16000729 UNIFORMS 3/13 LAGOON	03/17/17	256224	23.40-
00009 G & K SERVICES	1035809330	00168819 16000749 UNIFORMS 2/13 WTR SERVICE MEN	03/17/17	256224	23.40-
00009 G & K SERVICES	1035811427	00168819 16000750 UNIFORMS 2/20 WTR SERVICE MEN	03/17/17	256224	23.40-
00009 G & K SERVICES	1035813538	00168819 16000751 UNIFORMS 2/27 WTR SERVICE MEN	03/17/17	256224	23.40-
00009 G & K SERVICES	1035815659	00168819 16000752 UNIFORMS 3/06 WTR SERVICE MEN	03/17/17	256224	23.40-
00009 G & K SERVICES	1035817763	00168819 16000753 UNIFORMS 3/13 WTR SERVICE MEN	03/17/17	256224	23.40-

G & K SERVICES					
Sum					742.06-
00009 GARNER LUMLEY ELECTRIC S	534771	00168541 16000737 ELEC SUPP PLT #2	03/17/17	256227	522.06-

GARNER LUMLEY ELECTRIC S					
Sum					522.06-
00009 HYDRA SERVICE INC	119369	00168784 16000734 RENT 1/28-2/6/17 SEWER EQUIP	03/17/17	256264	3,654.25-

HYDRA SERVICE INC					
Sum					3,654.25-
00009 INDUSTRIAL ELECTRIC MOTO	RI-9001	00167863 16000672 REWIND PUMP MOTOR WELL#3 PLT2	03/17/17	256266	4,306.34-
00009 INDUSTRIAL ELECTRIC MOTO	RI-9017	00167862 16000738 PUMP REPR WESLEY TANK	03/17/17	256266	3,716.72-

INDUSTRIAL ELECTRIC MOTO					
Sum					8,023.06-
00009 IRBY, STUART C CO	S010031489.0	00167745 16000646 AC DRIVES VARI LIFT STATIONS	03/17/17	256269	3,229.44-
00009 IRBY, STUART C CO	S009998753.0	00167276 16000695 ELEC SUPP 63RD ST LIFT STA	03/17/17	256269	219.85-

IRBY, STUART C CO					
Sum					3,449.29-
00009 JEFCOAT FENCE OF HATTIES	0019876	00167475 16000685 FENCE REPR PLT #2 TORNADO '17	03/17/17	256272	33,654.92-

JEFCOAT FENCE OF HATTIES					
Sum					33,654.92-
00009 L & A CONTRACTING CO	483-076	00168420 16000667 MAINT 2/13-26/17 LAGOONS	03/17/17	256279	74,005.30-
00009 L & A CONTRACTING CO	483-077	00168764 16000735 AERATOR MNT 2/27-3/12 LAGOONS	03/17/17	256279	51,201.79-

L & A CONTRACTING CO					
Sum					125,207.09-
00009 LAMAR COUNTY SCHOOL DIST	OAK GROVE WT	00168756 16000732 PROPERTY LEASE 2017	03/17/17	256280	5,490.00-

LAMAR COUNTY SCHOOL DIST					
Sum					5,490.00-
00009 LOWE'S HOME IMPROVEMENT	936656	00167709 16000678 LEAF RAKES WTR PLANT	03/17/17	256292	68.32-

LOWE'S HOME IMPROVEMENT					
Sum					68.32-
00009 LOWE'S OF HATTIESBURG IN	936784	00167777 16000679 SHOVELS WTR PLT GRNDS CREW	03/17/17	256291	62.66-

LOWE'S OF HATTIESBURG IN					
Sum					62.66-

00009 MCELHANEY PLUMBING INC	252630	00168275 16000643 FLUSH VALVE KITS PLT #2	03/17/17	256300	239.30-

MCELHANEY PLUMBING INC					239.30-
Sum					
00009 MS POWER COMPANY	3/17 W&SO&M	00201711 16000731 MNTHLY ELEC-W&SO&M	03/17/17	256318	28,873.21-

MS POWER COMPANY					28,873.21-
Sum					
00009 OFFICE DEPOT INC	2042383943 &	00168291 16000697 PRINTER INK WTR PLT #2	03/17/17	256327	200.97-

OFFICE DEPOT INC					200.97-
Sum					
00009 PEARL RIVER VALLEY EPA (	3/17 W&SO&M	00201711 16000713 MNTHLY 3/17 PUBLIC SERVICES	03/17/17	256335	6,310.02-

PEARL RIVER VALLEY EPA (					6,310.02-
Sum					
00009 PINE BELT INDUSTRIAL SUP	4148564-01	00167445 16000675 PUMP EQUIP PTS E LAUREL STA	03/17/17	256338	1,120.32-

PINE BELT INDUSTRIAL SUP					1,120.32-
Sum					
00009 POLLARD WATER.COM-EAST	0068170	00168106 16000669 HAND TOOLS WTR SERVICE MEN	03/17/17	256346	164.71-
00009 POLLARD WATER.COM-EAST	0068172	00168106 16000670 HAND TOOLS WTR SERVICE MEN	03/17/17	256346	32.00-

POLLARD WATER.COM-EAST					196.71-
Sum					
00009 PUCKETT MACHINERY COMPAN	588561-0001	00168062 16000641 REPLACE PUMPS TORNADO 2017	03/17/17	256350	3,400.00-

PUCKETT MACHINERY COMPAN					3,400.00-
Sum					
00009 PUCKETT RENTS	588194-0001	00168039 16000644 BLADES/GAS CANS SEWER MAINT	03/17/17	256351	779.96-
00009 PUCKETT RENTS	585101-0001	00167622 16000681 RENT MINIEXCAVATORS TORNADO	03/17/17	256351	3,939.00-
00009 PUCKETT RENTS	591083-0001	00167277 16000733 HAND TOOLS SEWER DEPT	03/17/17	256351	455.31-

PUCKETT RENTS					5,174.27-
Sum					
00009 RAWLS SPRINGS UTILITY DI	SEWER BILLIN	00168576 16000691 SEWER BILLING 2/17	03/17/17	256353	188.00-

RAWLS SPRINGS UTILITY DI					188.00-
Sum					
00009 RICOH CORP	5047454543 W	00168822 16000747 PRODUCTION PRINTER CHGS	03/17/17	256357	178.86-

RICOH CORP					178.86-
Sum					
00009 RJM MCQUEEN CONTRACTING	1199	00168430 16000661 SWR REPR 61 HALL AVE/MLK PROJ	03/17/17	256360	12,177.35-
00009 RJM MCQUEEN CONTRACTING	1200	00168432 16000662 SWR REPR 64 JE TURNER/FAIRWAY	03/17/17	256360	2,475.00-
00009 RJM MCQUEEN CONTRACTING	1201	00168432 16000663 SWR REPR 66 GRAVEL ST/GENEVA	03/17/17	256360	17,586.10-
00009 RJM MCQUEEN CONTRACTING	1201	00168481 16000673 SEWER REPR GRAVEL & GENEVA	03/17/17	256360	21,623.10-
00009 RJM MCQUEEN CONTRACTING	1203	00168481 16000674 SEWER REPR GREEN & ST JOSEPH	03/17/17	256360	6,543.00-
00009 RJM MCQUEEN CONTRACTING	1195 ADDL	00168492 16000680 ADDL AMT DUE PO#168002	03/17/17	256360	1,573.00-
00009 RJM MCQUEEN CONTRACTING	1207	00168624 16000693 SEWER REPR N 25TH/W 7TH	03/17/17	256360	6,342.00-
00009 RJM MCQUEEN CONTRACTING	1209	00168624 16000694 JAN 2017 PUMPING	03/17/17	256360	17,216.85-
00009 RJM MCQUEEN CONTRACTING	1210	00168770 16000736 FORCE MAIN SOUTH LAGOON	03/17/17	256360	40,088.75-

RJM MCQUEEN CONTRACTING								
Sum							125,625.15-	
00009	RYAN MOTORS INC	255210	00167350	16000687	REPRS U#18564 SEWER	03/17/17	256361	1,055.55-

RYAN MOTORS INC								
Sum							1,055.55-	
00009	SCOGGINS PUMP REPAIR	10576	00168731	16000718	WELD GUIDE RAILS NORTH LAGOON	03/17/17	256365	750.00-

SCOGGINS PUMP REPAIR								
Sum							750.00-	
00009	SECURITY BLANKET	91198	00168467	16000671	CHECK CAMERS PLT#2 TORNADO'17	03/17/17	256366	102.50-

SECURITY BLANKET								
Sum							102.50-	
00009	SHOWS DEARMAN & WAITS IN	19535	00168621	16000692	SRVS WAREHOUSE EXPAN PLT #2	03/17/17	256370	1,380.00-

SHOWS DEARMAN & WAITS IN								
Sum							1,380.00-	
00009	SMITH, JIM SERVICES	87059	00167837	16000686	BOILER PUMP REPR PLT #2	03/17/17	256372	1,850.00-

SMITH, JIM SERVICES								
Sum							1,850.00-	
00009	SOUTHERN HOSE	091498	00168016	16000642	STORAGE BINS/DIVIDERS PLT #2	03/17/17	256378	473.00-

SOUTHERN HOSE								
Sum							473.00-	
00009	SOUTHERN PINE ELECTRIC P	3/17 W&SO&M	00201711	16000714	MNTHLY 3/17 PUBLIC SERVICES	03/17/17	256381	878.89-

SOUTHERN PINE ELECTRIC P								
Sum							878.89-	
00009	SOUTHERN TIRE MART #9 (M	9017755	00168015	16000688	FLAT REPR U#20054 SEWER	03/17/17	256384	19.95-

SOUTHERN TIRE MART #9 (M								
Sum							19.95-	
00009	STANDARD OFFICE SUPPLY C	0068084-001	00168099	16000640	OFFICE SUPP WTR BILLING	03/17/17	256389	309.84-

STANDARD OFFICE SUPPLY C								
Sum							309.84-	
00009	TRUCKS PLUS AUTO ACCESSO	34550	00167883	16000754	STEP BARS U#20446 TRANS	03/17/17	256404	289.00-

TRUCKS PLUS AUTO ACCESSO								
Sum							289.00-	
00009	U S POSTMASTER-POSTAGE (	PERMIT #213	00168422	16000656	POSTAGE PERMIT WTR BILLING	03/17/17	256406	10,000.00-

U S POSTMASTER-POSTAGE (								
Sum							10,000.00-	
00009	WARREN PAVING INC	26279MB	00167005	16000740	HOT ASPHALT MIX	03/17/17	256415	3,707.03-
00009	WARREN PAVING INC	26411MB	00167005	16000741	HOT ASPHALT MIX	03/17/17	256415	694.10-
00009	WARREN PAVING INC	26430MB	00167005	16000742	HOT ASPHALT MIX	03/17/17	256415	1,353.95-
00009	WARREN PAVING INC	26571MB	00167005	16000743	HOT ASPHALT MIX	03/17/17	256415	631.21-
00009	WARREN PAVING INC	26587MB	00167005	16000744	HOT ASPHALT MIX	03/17/17	256415	1,308.50-

00009 WARREN PAVING INC	26675MB	00167005 16000745 HOT ASPHALT MIX	03/17/17	256415	2,269.65-
00009 WARREN PAVING INC	26790MB	00167005 16000746 HOT ASPHALT MIX	03/17/17	256415	963.64-

WARREN PAVING INC					
Sum					10,928.08-
00009 WATKINS & EAGAR	377466	00168427 16000665 SRVS GRNDWORX/BLANTON/CITY	03/17/17	256420	2,522.90-
00009 WATKINS & EAGAR	377452	00168427 16000666 SRVS GULF RESTORATION NETWORK	03/17/17	256420	14,718.55-

WATKINS & EAGAR					
Sum					17,241.45-
00009 WILLMUT GAS & OIL COMPAN 3/17 W&SO&M		00201711 16000715 MNTHLY GAS-W&SO&M	03/17/17	256429	421.44-

WILLMUT GAS & OIL COMPAN					
Sum					421.44-

Sum					685,407.49-

Date - 03/16/17

Vendor

Invoice
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Claims
Number

Item	Description
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Check
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WATER & SEWER B & I

00010 FIRST SECURITY BANK

533 P&I 2010 02017375 16000004 DEBT SERV PAY '10 W&S GO

03/15/17

311327

44,204.38-

FIRST SECURITY BANK

Sum

44,204.38-

Sum

44,204.38-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING MARCH 17, 2017

Date - 03/16/17

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 ADINOLFI, RACHEL M	METER DEP RF	02017343	16000427	METER DEP RFD	03/17/17	256112	43.00-
ADINOLFI, RACHEL M							
Sum							43.00-
00011 BANKFIRST	METER DEP RF	02017372	16000406	METER DEP RFD	03/17/17	256134	8.76-
BANKFIRST							
Sum							8.76-
00011 BARNES, MARSHA E	METER DEP RF	02017372	16000409	METER DEP RFD	03/17/17	256135	26.00-
BARNES, MARSHA E							
Sum							26.00-
00011 BEAUTY LAND	METER DEP RF	02017372	16000398	METER DEP RFD	03/17/17	256137	40.00-
BEAUTY LAND							
Sum							40.00-
00011 CASADABAN, ELISE	METER DEP RF	02017343	16000434	METER DEP RFD	03/17/17	256162	26.00-
CASADABAN, ELISE							
Sum							26.00-
00011 CITY OF HATTIESBURG FUND 2/17 WATER D	02017351	16000394	2/17 WATER DIST 3/17	03/03/17	311315	273,013.62-	
CITY OF HATTIESBURG FUND							
Sum							273,013.62-
00011 CLARK, MARCUS D	METER DEP RF	02017372	16000400	METER DEP RFD	03/17/17	256170	26.00-
CLARK, MARCUS D							
Sum							26.00-
00011 DIAZ, J.C.	METER DEP RF	02017372	16000401	METER DEP RFD	03/17/17	256190	26.00-
DIAZ, J.C.							
Sum							26.00-
00011 DODDS, MAXWELL EDISON	METER DEP RF	02017372	16000408	METER DEP RFD	03/17/17	256192	26.00-
DODDS, MAXWELL EDISON							
Sum							26.00-
00011 DOUGLAS, DEANNA	METER DEP RF	02017372	16000424	METER DEP RFD	03/17/17	256193	40.00-
DOUGLAS, DEANNA							
Sum							40.00-
00011 DUMAS, JOHN	METER DEP RF	02017343	16000436	METER DEP RFD	03/17/17	256194	26.00-
DUMAS, JOHN							
Sum							26.00-
00011 FARRIS, ELLIOTT C	METER DEP RF	02017343	16000425	METER DEP RFD	03/17/17	256207	75.00-

Sum									75.00-
00011 FORE, ROXANNE	METER DEP RF 02017372 16000410	METER DEP RFD			03/17/17	256212		75.00-	
FORE, ROXANNE								-----	
Sum								75.00-	
00011 GEIGER LLC	METER DEP RF 02017343 16000433	METER DEP RFD			03/17/17	256228		26.00-	
GEIGER LLC								-----	
Sum								26.00-	
00011 GIST, JOHN	METER DEP RF 02017372 16000403	METER DEP RFD			03/17/17	256231		9.00-	
GIST, JOHN								-----	
Sum								9.00-	
00011 GROGAN, MIKE	METER DEP RF 02017372 16000405	METER DEP RFD			03/17/17	256242		26.00-	
GROGAN, MIKE								-----	
Sum								26.00-	
00011 HABERMAN, DOMINIC1	METER DEP RF 02017343 16000437	METER DEP RFD			03/17/17	256249		75.00-	
HABERMAN, DOMINIC1								-----	
Sum								75.00-	
00011 HALLMAN MANAGEMENT	METER DEP RF 02017372 16000412	METER DEP RFD			03/17/17	256251		75.00-	
HALLMAN MANAGEMENT								-----	
Sum								75.00-	
00011 HALLMAN PROPERTIES 1717	METER DEP RF 02017372 16000420	METER DEP RFD			03/17/17	256252		75.00-	
HALLMAN PROPERTIES 1717								-----	
Sum								75.00-	
00011 HAYMES, JOSHUA K	METER DEP RF 02017372 16000407	METER DEP RFD			03/17/17	256255		75.00-	
HAYMES, JOSHUA K								-----	
Sum								75.00-	
00011 HEWITT PROPERTIES LLC	METER DEP RF 02017372 16000422	METER DEP RFD			03/17/17	256257		75.00-	
HEWITT PROPERTIES LLC								-----	
Sum								75.00-	
00011 HOCUTT, SHERRY	METER DEP RF 02017372 16000417	METER DEP RFD			03/17/17	256261		26.00-	
HOCUTT, SHERRY								-----	
Sum								26.00-	
00011 HOWARD, HILLARY	METER DEP RF 02017343 16000431	METER DEP RFD			03/17/17	256263		9.80-	
HOWARD, HILLARY								-----	
Sum								9.80-	
00011 JACKSON, BENARD J	METER DEP RF 02017372 16000418	METER DEP RFD			03/17/17	256270		26.00-	
JACKSON, BENARD J								-----	
Sum								26.00-	

00011 LINTON, STEPHANIE S	WTR OVRPMT R 02017341 16000395 WTR OVRPMT RFD	03/17/17	256286	49.00-

LINTON, STEPHANIE S				
Sum				49.00-
00011 LITTLE RENTAL	METER DEP RF 02017343 16000426 METER DEP RFD	03/17/17	256287	23.00-

LITTLE RENTAL				
Sum				23.00-
00011 LOFTIN, CATHERINE	METER DEP RF 02017372 16000415 METER DEP RFD	03/17/17	256288	26.00-

LOFTIN, CATHERINE				
Sum				26.00-
00011 LONDON & STETELMAN	METER DEP RF 02017372 16000414 METER DEP RFD	03/17/17	256289	75.00-

LONDON & STETELMAN				
Sum				75.00-
00011 LONDON&STETELMAN313	METER DEP RF 02017372 16000416 METER DEP RFD	03/17/17	256290	75.00-

LONDON&STETELMAN313				
Sum				75.00-
00011 LUCAS, YOLANDAMCC	METER DEP RF 02017343 16000430 METER DEP RFD	03/17/17	256293	26.00-

LUCAS, YOLANDAMCC				
Sum				26.00-
00011 MAY, JANIS	METER DEP RF 02017372 16000399 METER DEP RFD	03/17/17	256296	40.00-

MAY, JANIS				
Sum				40.00-
00011 MCCLENDON, MITCHELL	METER DEP RF 02017343 16000432 METER DEP RFD	03/17/17	256298	75.00-

MCCLENDON, MITCHELL				
Sum				75.00-
00011 MONAHAN, MADISON	METER DEP RF 02017343 16000428 METER DEP RFD	03/17/17	256309	16.32-

MONAHAN, MADISON				
Sum				16.32-
00011 MULLINS, ELIZABETH	METER DEP RF 02017343 16000429 METER DEP RFD	03/17/17	256320	75.00-

MULLINS, ELIZABETH				
Sum				75.00-
00011 NETWORK SERVICES (NSI)	010201490000 02017386 16000438 WATER COLLECTIONS FEES	03/17/17	256324	763.89-

NETWORK SERVICES (NSI)				
Sum				763.89-
00011 PARKER, JOSEPH B GLEN	METER DEP RF 02017343 16000435 METER DEP RFD	03/17/17	256330	75.00-

PARKER, JOSEPH B GLEN				
Sum				75.00-
00011 PINE HAVEN 1	WTR OVRPMT R 02017356 16000397 WTR OVRPMT RFD	03/17/17	256341	144.21-

PINE HAVEN 1				

Sum					144.21-
00011 POLK, JEFFREY K	METER DEP RF 02017372 16000404	METER DEP RFD	03/17/17	256345	75.00-

POLK, JEFFREY K					
Sum					75.00-
00011 RAIMEY, JOCELYN CANAL	METER DEP RF 02017372 16000419	METER DEP RFD	03/17/17	256352	9.00-

RAIMEY, JOCELYN CANAL					
Sum					9.00-
00011 TAGGART, RACHEL	METER DEP RF 02017372 16000402	METER DEP RFD	03/17/17	256392	75.00-

TAGGART, RACHEL					
Sum					75.00-
00011 TAXES RAPIDO EN ESPANOL	METER DEP RF 02017372 16000423	METER DEP RFD	03/17/17	256394	75.00-

TAXES RAPIDO EN ESPANOL					
Sum					75.00-
00011 THOMSON, R S	WTR OVRPMT R 02017357 16000396	WTR OVRPMT RFD	03/17/17	256398	40.00-

THOMSON, R S					
Sum					40.00-
00011 VINES. EDGAR	METER DEP RF 02017372 16000413	METER DEP RFD	03/17/17	256414	75.00-

VINES. EDGAR					
Sum					75.00-
00011 WESLEY BRELAND'S	METER DEP RF 02017372 16000421	METER DEP RFD	03/17/17	256425	75.00-

WESLEY BRELAND'S					
Sum					75.00-
00011 WILLIS, JENNIFER	METER DEP RF 02017372 16000411	METER DEP RFD	03/17/17	256428	26.00-

WILLIS, JENNIFER					
Sum					26.00-

Sum					275,862.60-

Date - 03/16/17

Vendor

Invoice
Number

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Claims
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Item

Description

Check
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2002 TIF B&I-SOUTHERN POINTE

00020 TRUSTMARK NATIONAL BANK/ ISSUE 5652 ' 02017377 16000002 ISSUE 5652 '14 SO POINTE

03/15/17

111655

1,250.00-

TRUSTMARK NATIONAL BANK/

Sum

1,250.00-

Sum

1,250.00-

Date - 03/16/17

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

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No.

Check
Amount

2003 TIF B&I-CHAUVET SQUARE

00022	TRUSTMARK NATIONAL BANK/	1058010256/T	02017378	16000001	AGENT FEES '07 CHAUVET SQ	03/15/17	111656	1,000.00-
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00022	TRUSTMARK NATIONAL BANK/	1058010256/T	02017373	16000002	DEBT SERV	'07 CHAUVET SQUARE	03/15/17	111658	98,600.00-
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TRUSTMARK NATIONAL BANK/

Sum

99,600.00-

Sum

99,600.00-

Date - 03/16/17

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
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No.

Check
Amount

2008 TIF B&I-LINCOLN CENTER

00024	TRUSTMARK NATIONAL BANK/	#0817	FEE	'0	02017376	16000001	AGENT FEES	'08	LINCOLN CTR	03/15/17	111654	850.00-
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00024	TRUSTMARK NATIONAL BANK/	#0817	P&I	LI	02017374	16000002	DEBT SERV	'08	LINCOLN CENTER	03/15/17	111657	53,200.00-
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TRUSTMARK NATIONAL BANK/

Sum

54,050.00-

Sum

54,050.00-

Date - 03/16/17

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

TAX COLLECTOR'S FUND

00027 LIBRARY, THE

00027 LIBRARY, THE

2/17 MILLAGE 02017346 16000051 2/17 MILLAGE DIST 3/17

SPEC EXEMPT 02017362 16000056 SPEC EXEMPT STATE REIMB

03/03/17

311306

411,360.35-

03/07/17

311320

9,264.83-

LIBRARY, THE

Sum

420,625.18-

Sum

420,625.18-

Date - 03/16/17

Check Date	Check No.	Check Amount
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CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING MARCH 17, 2017					Date	- 03/16/17	
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 ADVANCED JANITORIAL SERV	101080	MASS	00168591	16000239	SERVS 2/17	MASS TRANSIT	03/17/17 256113 345.00-
ADVANCED JANITORIAL SERV							
Sum							345.00-
00073 AT&T MOBILITY	287273578351	00168447	16000237	WIRELESS SRV 1/17	M TRANSIT	03/17/17 256130 119.56-	
AT&T MOBILITY							
Sum							119.56-
00073 CITY OF HATTIESBURG FUND	TRF 1ST 3/17	02017345	16000233	TRF 1ST 3/17	PAYROLL	03/01/17 111640 23,017.49-	
00073 CITY OF HATTIESBURG FUND	TRF 2ND 3/17	02017382	16000252	TRF 2ND 3/17	PAYROLL	03/15/17 111653 31,422.94-	
CITY OF HATTIESBURG FUND							
Sum							54,440.43-
00073 COURTNEY'S RESTAURANT EQ	10988	00166654	16000242	ICE MACHINE REPAIR	OFFICE	03/17/17 256179 270.00-	
COURTNEY'S RESTAURANT EQ							
Sum							270.00-
00073 EMPIRE TRUCK SALES (H'BU RE006025023:	00168400	16000254	REPRS U#17899	TROLLEY	03/17/17 256201 5,388.86-		
EMPIRE TRUCK SALES (H'BU							
Sum							5,388.86-
00073 G & K SERVICES	1035807194	00168702	16000243	UNIFORMS 2/06	MECHANICS	03/17/17 256224 7.80-	
00073 G & K SERVICES	1035809298	00168702	16000244	UNIFORMS 2/13	MECHANICS	03/17/17 256224 7.80-	
00073 G & K SERVICES	1035811397	00168702	16000245	UNIFORMS 2/20	MECHANICS	03/17/17 256224 7.80-	
00073 G & K SERVICES	1035813506	00168702	16000246	UNIFORMS 2/27	MECHANICS	03/17/17 256224 7.80-	
00073 G & K SERVICES	1035807196	00168703	16000247	UNIFORMS 2/06	DRIVERS	03/17/17 256224 44.85-	
00073 G & K SERVICES	1035809300	00168703	16000248	UNIFORMS 2/13	DRIVERS	03/17/17 256224 45.74-	
00073 G & K SERVICES	1035811399	00168703	16000249	UNIFORMS 2/20	DRIVERS	03/17/17 256224 45.74-	
00073 G & K SERVICES	1035813508	00168703	16000250	UNIFORMS 2/27	DRIVERS	03/17/17 256224 45.74-	
00073 G & K SERVICES	1035813507	00168701	16000251	MATS 2/27		03/17/17 256224 5.10-	
G & K SERVICES							
Sum							218.37-
00073 GILLILANDS ELECTRONICS S	63336	00166801	16000240	VOICE MAIL REPAIR		03/17/17 256230 75.00-	
GILLILANDS ELECTRONICS S							
Sum							75.00-
00073 MS PUBLIC TRANSIT ASSN	2017 MBRSH	00168465	16000238	2017 MBRSH	NELMS/WHITE	03/17/17 256319 400.00-	
MS PUBLIC TRANSIT ASSN							
Sum							400.00-
00073 PATTERSON AUTO ELECTRIC	PO#168531 3/	00168531	16000241	DOOR REPR U#18572	BUS	03/17/17 256331 238.50-	
PATTERSON AUTO ELECTRIC							
Sum							238.50-

00073 VERIZON WIRELESS	9780083677	00168357 16000234 PARATRANSIT GPS 2/11-3/10/17	03/17/17	256412	200.05-

VERIZON WIRELESS					
Sum					200.05-
00073 WATERS INTERNATIONAL TRU 08812909		00168684 16000256 REPRS U#18572 BUS	03/17/17	256419	1,486.61-

WATERS INTERNATIONAL TRU					
Sum					1,486.61-
00073 WHEELER'S JANITORIAL SUP 040465 MASS		00168634 16000255 JANIT SUPP MASS TRANSIT	03/17/17	256427	649.56-

WHEELER'S JANITORIAL SUP					
Sum					649.56-

Sum					63,831.94-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING MARCH 17, 2017

Date - 03/16/17

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 AT&T MOBILITY	287273578351	00168447	16000209	WIRELESS SRV 1/17 COMM CNTRS	03/17/17	256130	59.78-
AT&T MOBILITY							
Sum							59.78-
00077 CARQUEST AUTO PARTS STOR	14758-86149	00168787	16000225	WIPER BLADES VARI UNITS	03/17/17	256160	49.70-
CARQUEST AUTO PARTS STOR							
Sum							49.70-
00077 CITY OF HATTIESBURG FUND	TRF 1ST 3/17	02017345	16000199	TRF 1ST 3/17 PAYROLL	03/01/17	311296	17,149.40-
00077 CITY OF HATTIESBURG FUND	TRF 2ND 3/17	02017382	16000223	TRF 2ND 3/17 PAYROLL	03/15/17	311325	23,847.89-
CITY OF HATTIESBURG FUND							
Sum							40,997.29-
00077 ELKINS WHOLESALE INC	306703-00	00168497	16000222	JANIT SUPP TRAIN DEPOT	03/17/17	256198	387.45-
ELKINS WHOLESALE INC							
Sum							387.45-
00077 G & K SERVICES	1035807183	00168345	16000204	UNIFORMS 2/06 COMM CNTRS	03/17/17	256224	43.12-
00077 G & K SERVICES	1035809287	00168345	16000205	UNIFORMS 2/13 COMM CNTRS	03/17/17	256224	43.12-
00077 G & K SERVICES	1035811386	00168345	16000206	UNIFORMS 2/20 COMM CNTRS	03/17/17	256224	43.12-
00077 G & K SERVICES	1035813495	00168345	16000207	UNIFORMS 2/27 COMM CNTRS	03/17/17	256224	43.12-
G & K SERVICES							
Sum							172.48-
00077 MAYES, LINDA (REFUNDS)	CE ROY CENTE	02017364	16000215	DAMAGE DEPOSIT REFUND	03/17/17	256297	100.00-
MAYES, LINDA (REFUNDS)							
Sum							100.00-
00077 MCKNIGHT, WHITNEY (REFUN	CULTURAL CEN	02017364	16000218	DAMAGE DEPOSIT REFUND	03/17/17	256301	210.00-
00077 MCKNIGHT, WHITNEY (REFUN	CULTURAL CEN	02017364	16000219	DAMAGE DEPOSIT REFUND	03/17/17	256301	40.00-
MCKNIGHT, WHITNEY (REFUN							
Sum							250.00-
00077 MID SOUTH GLASS INC	0043576	00167626	16000213	REPR SIDE DOOR MCNAIR CENTER	03/17/17	256303	70.00-
MID SOUTH GLASS INC							
Sum							70.00-
00077 MS POWER COMPANY	3/17 COMM CN	00201711	16000224	MNTHLY ELEC-COMM CNTRS	03/17/17	256318	2,027.10-
MS POWER COMPANY							
Sum							2,027.10-
00077 NEWELL PAPER COMPANY	892085	00168000	16000200	JANIT SUPP COMM CNTRS	03/17/17	256325	183.08-
00077 NEWELL PAPER COMPANY	892615	00168000	16000201	JANIT SUPP COMM CNTRS	03/17/17	256325	407.92-
00077 NEWELL PAPER COMPANY	892617	00168000	16000202	JANIT SUPP COMM CNTRS	03/17/17	256325	7.00-
00077 NEWELL PAPER COMPANY	893214	00168351	16000210	JANIT SUPP COMM CNTRS	03/17/17	256325	420.24-

00077 NEWELL PAPER COMPANY	893749	00168498 16000212 JANIT SUPP TRAIN DEPOT	03/17/17	256325	99.50-

NEWELL PAPER COMPANY					
Sum					1,117.74-
00077 PIERCE PLUMBING INC	499477	00168159 16000214 DRAIN PIPE REPR SHERRILL CNTR	03/17/17	256337	755.55-

PIERCE PLUMBING INC					
Sum					755.55-
00077 R3SM (REFUNDS)	SHERRILL CEN 02017364	16000217 DAMAGE DEPOSIT REFUND	03/17/17	256362	100.00-

R3SM (REFUNDS)					
Sum					100.00-
00077 SOLAR SUPPLY INC	3488706	00168325 16000226 A/C FILTERS MCNAIR/SIGLER	03/17/17	256373	175.20-

SOLAR SUPPLY INC					
Sum					175.20-
00077 THOMPSON, EMILY (REFUND)	SHERRILL CEN 02017364	16000220 DAMAGE DEPOSIT REFUND	03/17/17	256396	100.00-

THOMPSON, EMILY (REFUND)					
Sum					100.00-
00077 WHEELER'S JANITORIAL SUP	040450	00168499 16000211 JANIT SUPP TRAIN DEPOT	03/17/17	256427	251.50-

WHEELER'S JANITORIAL SUP					
Sum					251.50-
00077 WILLMUT GAS & OIL COMPAN	3/17 COMM CN 00201711	16000221 MNTHLY GAS-COMM CNTRS	03/17/17	256429	463.48-

WILLMUT GAS & OIL COMPAN					
Sum					463.48-

Sum					47,077.27-

Date - 03/16/17

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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INDUSTRIAL PARK DEVELOPMENT							
00087 AREA DEVELOPMENT PARTNER Q/E	3/31/17	00168354	16000017	ECO DEVEL CONTRIB	03/17/17	256121	97,500.00-

AREA DEVELOPMENT PARTNER							
Sum							97,500.00-
00087 TOPP MCWHORTER HARVEY, P	189798	00168753	16000018	INDUSTRIAL PARK AUDIT 2016	03/17/17	256401	7,980.00-

TOPP MCWHORTER HARVEY, P							
Sum							7,980.00-
00087 TSI TITLE SERVICES LLC	EARNEST MONE	00168424	16000016	EARNEST MONEY JC BELL PROPERTY	03/01/17	311298	5,000.00-

TSI TITLE SERVICES LLC							
Sum							5,000.00-

Sum							110,480.00-

Grand Total Level							
Sum							5,920,340.68-



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

FILE NUMBER: 2017-324

MEETING DATE: 03/21/2017

MINUTE BOOK NUMBER:

Brief Title: Acknowledge Bids-Gordon's Creek-Depot District Project

Title: Acknowledge bids received on February 2, 2017, for the Gordon's Creek-Depot District Buschman Street to River Avenue project and accept bid from Floore Industrial Contractors in the amount of \$287,905.50 as the lowest and best bid.

Type: Action Item

Drafter: Marie
Harris

In Control: City Council

Reference: Lamar
Rutland

Attachments: Letter, Bid Tab, Floore Industrial Bid, Precision Bid, Twin L Bid, Instructions to Bidders

File
Created: 03/20/2017

Budget Information:

Expenditure Type:

Purchasing Item:

Publication
Information:

History of Legislative File

March 20, 2017
N-S Project No. 8667-016-06

Honorable Johnny L. DuPree, Ph.D.
City of Hattiesburg
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

REFERENCE: GORDON'S CREEK – DEPOT DISTRICT
BUSCHMAN STREET TO RIVER AVENUE
CITY OF HATTIESBURG, FORREST COUNTY

Dear Mayor DuPree:

Enclosed for your records is one (1) copy of the Certified Bid Tabulation for the bids received for the referenced project. As you are aware there were three (3) bids submitted, opened and read at the bid opening on February 2, 2017. Of the three (3) bids received, Precision Construction submitted the lowest base bid in the amount of \$227,125.00. However, as noted in Item 4 (Prequalification) of the Instruction to Bidders:

"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: ... (b) whether Bidders is currently, or has been in the past five years, involved in litigation with the Owner regarding work under another Owner contract..."

We understand that Precision Construction may have been in litigation with the City in the past five years regarding work under another Owner contract. Floore Industrial Contractors is the next low bidder in the amount of \$246,816.50 with no irregularities. We understand the City would like to award both the base bid and additive alternate number 1. Similarly, the lowest and best bid using the combination of the Base Bid (\$246,816.50) and Additive Alternate 1 (\$41,089.00) in the amount of \$287,905.50 was also received by Floore Industrial Contractors.

Neel-Schaffer therefore recommends that the City review the bid submitted by Floore Industrial Contractors, and award the project, to the best and lowest bidder.

Sincerely,

NEEL-SCHAFFER, INC.



Geoffrey Crosby, P.E.
Senior Project Manager

Enclosures

CITY OF HATTIESBURG
GORDON’S CREEK – DEPOT DISTRICT / BUSCHMAN ST. TO RIVER AVE.

Prices Bid and Approximate Quantities – Base Bid				Precision Construction 15 Chanticleer Drive Hattiesburg, MS 39402		Floore Industrial 4401-4 Wilson Springs Road Moss Point, MS 39562		Twin L Construction 8292 Firetower Road Pass Christian, MS 39571	
Pay Item	Description	Qty	Unit	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension
201-B	CLEARING AND GRUBBING	1	LS	2,500.00	\$2,500.00	4,000.00	\$4,000.00	12,000.00	\$12,000.00
202-A	REMOVAL OF OBSTRUCTIONS	1	LS	2,800.00	\$2,800.00	6,000.00	\$6,000.00	2,500.00	\$2,500.00
202-B	REMOVAL OF TREES, UNDER 10”	10	EACH	350.00	\$3,500.00	300.00	\$3,000.00	500.00	\$5,000.00
202-B	REMOVAL OF TREES, 10”-20”	4	EACH	650.00	\$2,600.00	500.00	\$2,000.00	750.00	\$3,000.00
202-B	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	14	SY	30.00	\$420.00	38.00	\$532.00	12.00	\$168.00
202-B	REMOVE AND RESET RIPRAP	110	SY	50.00	\$5,500.00	15.00	\$1,650.00	28.00	\$3,080.00
203-I	SITE GRADING	240	SY	4.00	\$960.00	20.00	\$4,800.00	5.00	\$1,200.00
203-A	UNCLASSIFIED EXCAVATION, FM, AH	50	CY	16.00	\$800.00	11.00	\$550.00	12.00	\$600.00
203-EX	BORROW EXCAVATION, FM, CLASS B9, AH	80	CY	14.00	\$1,120.00	16.00	\$1,280.00	21.00	\$1,680.00
203-EX	BORROW EXCAVATION, FM, CLASS B7-6, AH	120	CY	12.00	\$1,440.00	18.00	\$2,160.00	21.00	\$2,520.00
203-G	EXCESS EXCAVATION, FM, AH	250	CY	10.00	\$2,500.00	14.00	\$3,500.00	9.00	\$2,250.00
211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	70	CY	25.00	\$1,750.00	28.00	\$1,960.00	23.00	\$1,610.00
211-D	TOPSOIL FOR PLANT PITS, CONTRACTOR FURNISHED	2	CY	50.00	\$100.00	28.00	\$56.00	23.00	\$46.00
907-216-B	SOLID SODDING, CENTIPEDE	600	SY	5.00	\$3,000.00	5.00	\$3,000.00	8.00	\$4,800.00
219-A	WATERING	155	KGAL	20.00	\$3,100.00	20.00	\$3,100.00	20.00	\$3,100.00
220-A	INSECT PEST CONTROL	1	ACRE	200.00	\$200.00	500.00	\$500.00	7,500.00	\$7,500.00
907-230-B	TREE PLANTING, LITTLE GEM MAGNOLIA	8	EACH	300.00	\$2,400.00	400.00	\$3,200.00	325.00	\$2,600.00 #1
907-230-B	TREE PLANTING, WINGED ELM	4	EACH	300.00	\$1,200.00	800.00	\$3,200.00	325.00	\$1,300.00
232-A	FERTILIZER FOR WOODY PLANT MATERIAL, TABLET, 21 GRAM	36	EACH	2.00	\$72.00	40.00	\$1,440.00	65.00	\$2,340.00
233-A	TREE BARK MULCH, TYPE III	2	CY	400.00	\$800.00	80.00	\$160.00	225.00	\$450.00
233-A	TREE BARK MULCH, TYPE V	3	CY	400.00	\$1,200.00	90.00	\$270.00	200.00	\$600.00
907-282-M	SLOW RELEASE IRRIGATION BAG	12	EACH	40.00	\$480.00	100.00	\$1,200.00	65.00	\$780.00
234-A	TEMPORARY SILT FENCE	680	LF	3.00	\$2,040.00	5.00	\$3,400.00	4.25	\$2,890.00
907-237-A	WATTLES	100	LF	10.00	\$1,000.00	8.00	\$800.00	12.00	\$1,200.00
907-246-A	SANDBAGS	100	LF	10.00	\$1,000.00	20.00	\$2,000.00	18.00	\$1,800.00
907-258-PP	HANDRAIL, PER PLANS	130	LF	25.00	\$3,250.00	20.00	\$2,600.00	125.00	\$16,250.00
608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 5" THICKNESS	478	SY	42.00	\$20,076.00	52.00	\$24,856.00	56.00	\$26,768.00
618-A	MAINTENANCE OF TRAFFIC	1	LS	5,500.00	\$5,500.00	15,000.00	\$15,000.00	12,500.00	\$12,500.00
618-B	ADDITIONAL CONSTRUCTION SIGNS	1	SF	10.00	\$10.00	10.00	\$10.00	10.00	\$10.00
620-A	MOBILIZATION	1	LS	23,000.00	\$23,000.00	20,000.00	\$20,000.00	30,000.00	\$30,000.00
699-A	ROADWAY CONSTRUCTION STAKES	1	LS	3,500.00	\$3,500.00	4,000.00	\$4,000.00	15,000.00	\$15,000.00
815-B	GROUTED RIPRAP, SIZE 100	290	SY	80.00	\$23,200.00	40.00	\$11,600.00	42.00	\$12,180.00

Prices Bid and Approximate Quantities – Base Bid				Precision Construction 15 Chanticleer Drive Hattiesburg, MS 39402		Floore Industrial 4401-4 Wilson Springs Road Moss Point, MS 39562		Twin L Construction 8292 Firetower Road Pass Christian, MS 39571	
815-E	GEOTEXTILE UNDER GROUTED RIPRAP, TYPE V, NON-WOVEN	350	SY	3.00	\$1,050.00	4.00	\$1,400.00	4.25	\$1,487.50
907-258-PP	PEDESTRIAN BOARDWALK, PER PLANS	500	SF	40.00	\$20,000.00	62.00	\$31,000.00	70.00	\$35,000.00
682-A	UNDERGROUND BRANCH CIRCUIT, AWG 10, 3 CONDUCTORS	365	LF	8.80	\$3,212.00	8.50	\$3,102.50	8.50	\$3,102.50
682-A	UNDERGROUND BRANCH CIRCUIT, AWG 6, 3 CONDUCTORS	220	LF	10.25	\$2,255.00	10.50	\$2,310.00	10.50	\$2,310.00
682-C	STRUCTURE MOUNTED BRANCH CIRCUIT, AWG 10, 3 CONDUCTORS	140	LF	16.00	\$2,240.00	20.00	\$2,800.00	20.60	\$2,884.00
682-D	STRUCTURE MOUNTED PULLBOX	2	EACH	375.00	\$750.00	315.00	\$630.00	325.00	\$650.00
682-F	SECONDARY POWER CONTROLLER	1	EACH	12,500.00	\$12,500.00	11,100.00	\$11,100.00	11,525.00	\$11,525.00
907-683-PP001	LIGHTING ASSEMBLY, LOW MAST, TYPE 15-0-1-95LED	9	EACH	6,000.00	\$54,000.00	5,400.00	\$48,600.00	5,625.00	\$50,625.00
907-683-PP002	LIGHTING ASSEMBLY, HANDRAIL, TYPE HR	4	EACH	500.00	\$2,000.00	475.00	\$1,900.00	487.50	\$1,950.00
684-A	POLE FOUNDATIONS, 24" DIAMETER	9	CY	900.00	\$8,100.00	1,350.00	\$12,150.00	1,360.00	\$12,240.00
TOTAL BASE BID \$					\$227,125.00		\$246,816.50		\$299,496.00 #2

Prices Bid and Approximate Quantities – Additive Alternate No. 1									
Pay Item	Description	Qty	Unit	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension
203-EX	BORROW EXCAVATION, FM, CLASS B9, AH	50	CY	14.00	\$700.00	16.00	\$800.00	18.00	\$900.00
203-G	EXCESS EXCAVATION, FM, AH	100	CY	10.00	\$1,000.00	14.00	\$1,400.00	9.00	\$900.00
211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	30	CY	25.00	\$750.00	28.00	\$840.00	23.00	\$690.00
907-216-B	SOLID SODDING, CENTIPEDE	300	SY	5.00	\$1,500.00	5.00	\$1,500.00	8.00	\$2,400.00
608-a	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 5 INCH THICKNESS	267	SY	42.00	\$11,214.00	52.00	\$13,884.00	56.00	\$14,952.00
682-A	UNDERGROUND BRANCH CIRCUIT, AWG 10, 3 CONDUCTORS	230	LF	8.80	\$2,024.00	10.50	\$2,415.00	8.50	\$1,955.00
907-683-PP001	LIGHTING ASSEMBLY, LOW MAST, TYPE 15-0-1-95LED	3	EA	6,000.00	\$18,000.00	5,400.00	\$16,200.00	5,625.00	\$16,875.00
684-A	POLE FOUNDATIONS, 24" DIAMETER	3	CY	1,200.00	\$3,600.00	1,350.00	\$4,050.00	1,360.00	\$4,080.00
TOTAL ADDITIVE ALTERNATE NO. 1 \$					\$38,788.00		\$41,089.00		\$42,752.00

#1 Incorrect Unit Price Extension - Bid Proposal reflected \$325.00 #2 Incorrect Total Base Bid - Bid Proposal reflected \$297,221.00

I certify this to be a true & accurate Bid Tabulation of the bids received @ 10:00a.m., local time, Thursday, February 2nd, 2017 for the Gordon's Creek - Depot District / Buschman Street to River Avenue Project for the City of Hattiesburg, Mississippi.



Geoffrey Crosby
Geoffrey Crosby, P.E.

Mississippi Registration #19984

BID BOND

**GORDON'S CREEK – DEPOT DISTRICT
BUSCHMAN STREET TO RIVER AVENUE
CITY OF HATTIESBURG, MISSISSIPPI**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Floore Industrial Contractors, Inc. as Principal, and Merchants Bonding Company(Mutual) as Surety, are hereby held and firmly bound unto the Owner, in the penal sum of \$Five Percent of Bid Amount 5% 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 2nd day of February, 20 17.

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.

00300-10

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.

Floore Industrial Contractors, Inc.

Contractor

SEAL

X By: Bruce Howell

Merchants Bonding Company (Mutual)

Surety

SEAL

By: Angie M. Strickland
Angie M. Strickland, Attorney in Fact

00300-11

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Angie M Strickland; John A Chalk Jr; William L Painter

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TEN MILLION (\$10,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of February, 2016



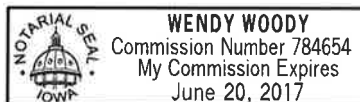
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 4th day of February, 2016, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Wendy Woody
Notary Public, Polk County, Iowa

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 2nd day of February, 2017



William Warner Jr.
Secretary

BIDDER'S PROPOSAL

**GORDON'S CREEK – DEPOT DISTRICT
BUSCHMAN STREET TO RIVER AVENUE
CITY OF HATTIESBURG, MISSISSIPPI**

DATE: Feb 1, 2017

PROPOSAL OF Floore Industrial Contractors, Inc.
Floore Industrial Contractors, Inc.
(Name of Bidder)

4401-4 Wilson Springs rd. Moss Point Ms
39562
(Address of Bidder)

for construction of the Gordon's Creek – Depot District – Buschman Street to River Avenue Project.

The documents on which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

**TO: CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MISSISSIPPI 39401**

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the Instructions to Bidders, Bid Forms, General Conditions, Supplemental Conditions, Technical Specifications, Contract Drawings and any and all Addenda thereof.

I (We) further certify that I, (we) have visited and carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

I (We) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid. No increase in quantities of work shall be performed until a written change order is duly executed in advance and approved in the public minutes of the Owner.

00300-2

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

Pay Item	Description	Qty	Unit	Unit Price	Price Extension
201-B	CLEARING AND GRUBBING	1	LS	XXXX	4000.00
202-A	REMOVAL OF OBSTRUCTIONS	1	LS	XXXX	6000.00
202-B	REMOVAL OF TREES, UNDER 10"	10	EACH	300.00	3000.00
202-B	REMOVAL OF TREES, 10"-20"	4	EACH	500.00	2000.00
202-B	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	14	SY	38.00	532.00
202-B	REMOVE AND RESET RIPRAP	110	SY	15.00	1650.00
203-I	SITE GRADING	240	SY	20.00	4800.00
203-A	UNCLASSIFIED EXCAVATION, FM, AH	50	CY	11.00	550.00
203-EX	BORROW EXCAVATION, FM, CLASS B9, AH	80	CY	16.00	1280.00
203-EX	BORROW EXCAVATION, FM, CLASS B7-6, AH	120	CY	18.00	2160.00
203-G	EXCESS EXCAVATION, FM, AH	250	CY	14.00	3500.00
211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	70	CY	28.00	1960.00
211-D	TOPSOIL FOR PLANT PITS, CONTRACTOR FURNISHED	2	CY	28.00	56.00
907-216-B	SOLID SODDING, CENTIPEDE	600	SY	5.00	3000.00
219-A	WATERING	155	KGAL	\$20	\$3,100
220-A	INSECT PEST CONTROL	1	ACRE	500.00	500.00
907-230-B	TREE PLANTING, LITTLE GEM MAGNOLIA	8	EACH	400.00	3200.00
907-230-B	TREE PLANTING, WINGED ELM	4	EACH	800.00	3200.00
232-A	FERTILIZER FOR WOODY PLANT MATERIAL, TABLET, 21 GRAM	36	EACH	40.00	1440.00
233-A	TREE BARK MULCH, TYPE III	2	CY	80.00	160.00
233-A	TREE BARK MULCH, TYPE V	3	CY	90.00	270.00
907-282-M	SLOW RELEASE IRRIGATION BAG	12	EACH	100.00	1200.00
234-A	TEMPORARY SILT FENCE	680	LF	5.00	3400.00
907-237-A	WATTLES	100	LF	8.00	800.00
907-246-A	SANDBAGS	100	LF	20.00	2000.00
907-258-PP	HANDRAIL, PER PLANS	130	LF	20.00	2600.00

00300-4

Neel-Schaffer, Inc.
South Mississippi

Final: September, 2016
S:\PROJECTS\8000\8618667 - Hburg Gen Consulting\8667 016\Task #25 - Gordons Creek Specifications\From End Bid\Prop.doc

608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 5" THICKNESS	478	SY	52.00	24,856.00
618-A	MAINTENANCE OF TRAFFIC	1	LS	XXXX	15,000.00
618-B	ADDITIONAL CONSTRUCTION SIGNS	1	SF	\$10	\$10
620-A	MOBILIZATION	1	LS	XXXX	20,000.00
699-A	ROADWAY CONSTRUCTION STAKES	1	LS	XXXX	4000.00
815-B	GROUTED RIPRAP, SIZE 100	290	SY	40.00	11,600.00
815-E	GEOTEXTILE UNDER GROUTED RIPRAP, TYPE V, NON-WOVEN	350	SY	4.00	1400.00
907-258-PP	PEDESTRIAN BOARDWALK, PER PLANS	500	SF	62.00	31,000.00
682-A	UNDERGROUND BRANCH CIRCUIT, AWG 10, 3 CONDUCTORS	365	LF	8.50	3102.50
682-A	UNDERGROUND BRANCH CIRCUIT, AWG 6, 3 CONDUCTORS	220	LF	10.50	2310.00
682-C	STRUCTURE MOUNTED BRANCH CIRCUIT, AWG 10, 3 CONDUCTORS	140	LF	20.00	2800.00
682-D	STRUCTURE MOUNTED PULLBOX	2	EACH	315.00	630.00
682-F	SECONDARY POWER CONTROLLER	1	EACH	11,100.00	11100.00
907-683-PP001	LIGHTING ASSEMBLY, LOW MAST, TYPE 15-0-1-95LED	9	EACH	5400.00	48600.00
907-683-PP002	LIGHTING ASSEMBLY, HANDRAIL, TYPE HR	4	EACH	475.00	1900.00
684-A	POLE FOUNDATIONS, 24" DIAMETER	9	CY	1350.00	12150.00
TOTAL BASE BID \$					246,816.50

00300-5

Prices Bid and Approximate Quantities – Additive Alternate No. 1

Pay Item	Description	Qty	Unit	Unit Price	Price Extension
203-EX	BORROW EXCAVATION, FM, CLASS B9, AH	50	CY	16.00	800.00
203-G	EXCESS EXCAVATION, FM, AH	100	CY	14.00	1400.00
211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	30	CY	28.00	840.00
907-216-B	SOLID SODDING, CENTIPEDE	300	SY	5.00	1500.00
608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 5" THICKNESS	267	SY	52.00	13884.00
682-A	UNDERGROUND BRANCH CIRCUIT, AWG 10, 3 CONDUCTORS	230	LF	10.50	2415.00
907-683-PP001	LIGHTING ASSEMBLY, LOW MAST, TYPE 15-0-1-95LED	3	EA	5400.00	16200.00
684-A	POLE FOUNDATIONS, 24" DIAMETER	3	CY	1350.00	4050.00
TOTAL ADDITIVE ALTERNATE NO. 1 \$				41,089.00	

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.

00300-6

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 _____,
(Base Bid Amount) DOLLARS (\$ _____)

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,

Floore Industrial Contractors, Inc.

Contractor(s)

By:

Bruce Howell Sec/Treasurer

Title

4401-4 Wilson Springs rd.
Moss Point, Ms. 39562

Address

00300-7

BIDDER'S CORPORATE DECLARATION

(TO BE FILLED IN IF BIDDER IS A CORPORATION)

Date: Feb. 1, 20 17

Our corporation is chartered under the Laws of the state of Mississippi and the names, titles and business addresses of the executives are as follows:

Prentiss Floore
President

Bruce Howell
Secretary

Bruce Howell
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

GORDON'S CREEK - DEPOT DISTRICT
BUSCHMAN STREET TO RIVER AVENUE
CITY OF HATTIESBURG, MISSISSIPPI

(THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED)

STATE OF Mississippi)
COUNTY OF Jackson) ss.
Bruce Howell being first duly sworn,
(Person)
deposes and says that he is Secretary / Treasurer

(Sole owner, a partner, president, secretary, etc.)
of Floore Industrial Contractors 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.

Bruce Howell
Affiant

Sworn to and subscribed before me this 1 day of February, 20 17.



Angela Hunt
Notary Public in and for

Jackson County,

My Commission Expires
1-25, 20 20

00300-9

PROPOSED SUBCONTRACTORS

**GORDON'S CREEK – DEPOT DISTRICT
BUSCHMAN STREET TO RIVER AVENUE
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

Traffic Control Products

PO Box 820 Brandon MS

Chain electric

1308 West Pines Road Hattiesburg MS

00300-12



AIA®

Copy
Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

**Precision Construction, LLC
15 Chanticleer Dr.
Hattiesburg, MS 39402**

SURETY:

(Name, legal status and principal place of business)

**Westfield Insurance Company
P.O. Box 5001
Westfield Center, OH 44251-5001**

OWNER:

(Name, legal status and address)

**City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39401**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of the Amount Bid-----

PROJECT:

(Name, location or address, and Project number, if any)

**Gordon's Creek - Depot District - Buschman Street to River Avenue
Hattiesburg, MS**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **2nd** day of **February**, 2017

Precision Construction, LLC

(Contractor as Principal)

(Seal)

(Title)

(Witness)

Westfield Insurance Company

(Surety)

(Seal)

(Title)

Kimberly B. Barhum, Attorney-In-Fact
MS Resident Agent

(Witness)

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DAVID R. FORTENBERRY, RICHARD T. JONES, MARY J. NORVAL, KIMBERLY B. BARHUM, JOINTLY OR SEVERALLY

of HATTIESBURG and State of MS its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 29th day of MARCH A.D., 2016.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Dennis P. Baus, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 29th day of MARCH A.D., 2016, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio this 2nd day of February A.D. 2017



Frank A. Carrino, Secretary

COPY

COPY

BIDDER'S PROPOSAL

**GORDON'S CREEK – DEPOT DISTRICT
BUSCHMAN STREET TO RIVER AVENUE
CITY OF HATTIESBURG, MISSISSIPPI**

DATE: February 2, 20 17

PROPOSAL OF Precision Construction LLC
(Name of Bidder)

15 Chickadee Dr Hattiesburg, MS 39402
(Address of Bidder)

for construction of the Gordon's Creek – Depot District – Buschman Street to River Avenue Project.

The documents on which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

**TO: CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MISSISSIPPI 39401**

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the Instructions to Bidders, Bid Forms, General Conditions, Supplemental Conditions, Technical Specifications, Contract Drawings and any and all Addenda thereof.

I (We) further certify that I, (we) have visited and carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

I (We) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid. No increase in quantities of work shall be performed until a written change order is duly executed in advance and approved in the public minutes of the Owner.

00300-2

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:

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202-B	REMOVAL OF TREES, UNDER 10"	10	EACH	350	3500
202-B	REMOVAL OF TREES, 10"-20"	4	EACH	650	2600
202-B	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	14	SY	30	420
202-B	REMOVE AND RESET RIPRAP	110	SY	50	5500
203-I	SITE GRADING	240	SY	4	960
203-A	UNCLASSIFIED EXCAVATION, FM, AH	50	CY	16	800
203-EX	BORROW EXCAVATION, FM, CLASS B9, AH	80	CY	14	1120
203-EX	BORROW EXCAVATION, FM, CLASS B7-6, AH	120	CY	12	1440
203-G	EXCESS EXCAVATION, FM, AH	250	CY	10	2500
211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	70	CY	25	1750
211-D	TOPSOIL FOR PLANT PITS, CONTRACTOR FURNISHED	2	CY	50	100
907-216-B	SOLID SODDING, CENTIPEDE	600	SY	5	3000
219-A	WATERING	155	KGAL	\$20	\$3,100
220-A	INSECT PEST CONTROL	1	ACRE	200	200
907-230-B	TREE PLANTING, LITTLE GEM MAGNOLIA	8	EACH	300	2400
907-230-B	TREE PLANTING, WINGED ELM	4	EACH	300	1200
232-A	FERTILIZER FOR WOODY PLANT MATERIAL, TABLET, 21 GRAM	36	EACH	2	72
233-A	TREE BARK MULCH, TYPE III	2	CY	400	800
233-A	TREE BARK MULCH, TYPE V	3	CY	400	1200
907-282-M	SLOW RELEASE IRRIGATION BAG	12	EACH	40	480
234-A	TEMPORARY SILT FENCE	680	LF	3	2040
907-237-A	WATTLES	100	LF	10	1000
907-246-A	SANDBAGS	100	LF	10	1000
907-258-PP	HANDRAIL, PER PLANS	130	LF	25	3250

608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 5" THICKNESS	478	SY	42	20,076
618-A	MAINTENANCE OF TRAFFIC	1	LS	XXXX	5,500
618-B	ADDITIONAL CONSTRUCTION SIGNS	1	SF	\$10	\$10
620-A	MOBILIZATION	1	LS	XXXX	13,000
699-A	ROADWAY CONSTRUCTION STAKES	1	LS	XXXX	3,500
815-B	GROUTED RIPRAP, SIZE 100	290	SY	80	23,200
815-E	GEOTEXTILE UNDER GROUTED RIPRAP, TYPE V, NON-WOVEN	350	SY	3	10,500
907-258-PP	PEDESTRIAN BOARDWALK, PER PLANS	500	SF	40	20,000
682-A	UNDERGROUND BRANCH CIRCUIT, AWG 10, 3 CONDUCTORS	365	LF	8.80	3,212
682-A	UNDERGROUND BRANCH CIRCUIT, AWG 6, 3 CONDUCTORS	220	LF	10.25	2,255
682-C	STRUCTURE MOUNTED BRANCH CIRCUIT, AWG 10, 3 CONDUCTORS	140	LF	16	2,240
682-D	STRUCTURE MOUNTED PULLBOX	2	EACH	375	750
682-F	SECONDARY POWER CONTROLLER	1	EACH	12,500	12,500
907-683-PP001	LIGHTING ASSEMBLY, LOW MAST, TYPE 15-0-1-95LED	9	EACH	600	5,400
907-683-PP002	LIGHTING ASSEMBLY, HANDRAIL, TYPE HR	4	EACH	500	2,000
684-A	POLE FOUNDATIONS, 24" DIAMETER	9	CY	900	8,100
TOTAL BASE BID \$				227,125	

Prices Bid and Approximate Quantities - Additive Alternate No. 1

Pay Item	Description	Qty	Unit	Unit Price	Price Extension
203-EX	BORROW EXCAVATION, FM, CLASS B9, AH	50	CY	14	700
203-G	EXCESS EXCAVATION, FM, AH	100	CY	10	1000
211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	30	CY	25	750
907-216-B	SOLID SODDING, CENTIPEDE	300	SY	5	1500
608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 5" THICKNESS	267	SY	42	11,214
682-A	UNDERGROUND BRANCH CIRCUIT, AWG 10, 3 CONDUCTORS	230	LF	8.80	2024
907-683-PP001	LIGHTING ASSEMBLY, LOW MAST, TYPE 15-0-1-95LED	3	EA	6000	18,000
684-A	POLE FOUNDATIONS, 24" DIAMETER	3	CY	1200	3600
TOTAL ADDITIVE ALTERNATE NO. 1 \$				38,788	

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 one hundred twenty seven thousand, DOLLARS (\$ 217,125)
(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: President
Title

15 Chanticleer Dr
Hattiesburg, MS 39402
Address

BIDDER'S CORPORATE DECLARATION

(TO BE FILLED IN IF BIDDER IS A CORPORATION)

Date: February 2, 2017

Our corporation is chartered under the Laws of the state of Mississippi and the names, titles and business addresses of the executives are as follows:

Nathan Smutzer
President

Secretary

15 Chanticleer Dr
Hattiesburg, MS 39402

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

GORDON'S CREEK - DEPOT DISTRICT
BUSCHMAN STREET TO RIVER AVENUE
CITY OF HATTIESBURG, MISSISSIPPI

(THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED)

STATE OF Mississippi

COUNTY OF Lamar) ss.

Nathan Smutzel being first duly sworn,
(Person)
deposes and says that he is President

(Sole owner, a partner, president, secretary, etc.)

of Precision Construction LLC 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.

N. Smutzel
Affiant

Sworn to and subscribed before me this 2nd day of February, 20 17

Sharon Smutzel
Notary Public in and for

Forest County,

My Commission Expires
_____, 20____

(SEAL)



00300-9

PROPOSED SUBCONTRACTORS

GORDON'S CREEK - DEPOT DISTRICT
BUSCHMAN STREET TO RIVER AVENUE
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

Chain Electric Company

1308 W Pine Hatt, MS 39401

Doleac Electric Company Inc

1120 Fink Dr Hattiesburg, MS 39401

Baur Corporation

203 Lynn Ray Rd Petal, MS 39465

Wilborn Tree Service

18 Deik Rd Hatt MS 39401

BID BOND

GORDON'S CREEK - DEPOT DISTRICT
BUSCHMAN STREET TO RIVER AVENUE
CITY OF HATTIESBURG, MISSISSIPPI

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Twin L Construction, Inc. as Principal, and Endurance Assurance Corporation as Surety, are hereby held and firmly bound unto the Owner, in the penal sum of \$ Five Percent (5%) of Amount Bid 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 2nd day of February, 20 17.

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.

00300-10

Neel-Schaffer, Inc.
South Mississippi

S:\PROJECTS\8000\868667 - Hburg Gen Consulting\8667.016\Task #25 - Gordons Creek\Specifications\Frm EndBidProp.doc

Final: September, 2016

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.

SEAL

Endurance Assurance Corporation

Contractor

By:



SEAL

Twin L Construction, Inc.

Surety

By:



Garrett Turner, Attorney-in-Fact

ENDURANCE ASSURANCE CORPORATION

POAA000006510 114

POWER OF ATTORNEY

Know all Men by these Present, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint MARY CATHERINE TURNER, GARRETT TURNER, MEGHANN CATHERINE TURNER its true and lawful Attorney(s)-in-fact, at BATON ROUGE in the State of LA and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

This Power of Attorney shall expire and all authority hereunder shall terminate without notice at midnight (Standard Time where said attorney(s)-in-fact is authorized to act.) December 7, 2019

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 2nd day of December, 2016 at Purchase, New York.

(Corporate Seal)
ATTEST

MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By *Sharon L. Sims*
SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK
COUNTY OF WESTCHESTER

ss: Purchase

On the 2nd day of December, 2016 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that (s)he signed his (her) name thereto by like order.
(Notarial Seal)

Nicholas James Benenati

Nicholas James Benenati, Notary Public - My Commission Expires 12/07/2019

CERTIFICATE

STATE OF NEW YORK
COUNTY OF WESTCHESTER

ss: Purchase

I, CHRISTOPHER DONELAN the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 2nd day of February, 2017

(Corporate Seal)

Christopher Donelan
CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.

Primary Surety Claims Submission: suretybondclaims@enduranceservices.com

Surety Claims Hotline: 877-676-7575

Mailing Address: Endurance Surety Claims Department, 750 Third Avenue - 10th Floor, New York, NY 10017

COPY

BIDDER'S PROPOSAL

**GORDON'S CREEK – DEPOT DISTRICT
BUSCHMAN STREET TO RIVER AVENUE
CITY OF HATTIESBURG, MISSISSIPPI**

DATE: 2-1, 20 17

PROPOSAL OF Twin L Const Inc.
(Name of Bidder)

8292 Firstward Rd Pass Christian, MS 39571
(Address of Bidder)

for construction of the Gordon's Creek – Depot District – Buschman Street to River Avenue Project.

The documents on which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

**TO: CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MISSISSIPPI 39401**

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the Instructions to Bidders, Bid Forms, General Conditions, Supplemental Conditions, Technical Specifications, Contract Drawings and any and all Addenda thereof.

I (We) further certify that I, (we) have visited and carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

I (We) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid. No increase in quantities of work shall be performed until a written change order is duly executed in advance and approved in the public minutes of the Owner.

00300-2

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					
Pay Item	Description	Qty	Unit	Unit Price	Price Extension
201-B	CLEARING AND GRUBBING	1	LS	XXXX	\$ 12,000.00
202-A	REMOVAL OF OBSTRUCTIONS	1	LS	XXXX	\$ 2,500.00
202-B	REMOVAL OF TREES, UNDER 10"	10	EACH	\$ 500.00	\$ 5,000.00
202-B	REMOVAL OF TREES, 10"-20"	4	EACH	\$ 750.00	\$ 3,000.00
202-B	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	14	SY	\$ 12.00	\$ 168.00
202-B	REMOVE AND RESET RIPRAP	110	SY	\$ 28.00	\$ 3,080.00
203-I	SITE GRADING	240	SY	\$ 5.00	\$ 1,200.00
203-A	UNCLASSIFIED EXCAVATION, FM, AH	50	CY	\$ 12.00	\$ 600.00
203-EX	BORROW EXCAVATION, FM, CLASS B9, AH	80	CY	\$ 21.00	\$ 1,680.00
203-EX	BORROW EXCAVATION, FM, CLASS B7-6, AH	120	CY	\$ 21.00	\$ 2,520.00
203-G	EXCESS EXCAVATION, FM, AH	250	CY	\$ 9.00	\$ 2,250.00
211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	70	CY	\$ 23.00	\$ 1,610.00
211-D	TOPSOIL FOR PLANT PITS, CONTRACTOR FURNISHED	2	CY	\$ 23.00	\$ 46.00
907-216-B	SOLID SODDING, CENTIPEDE	600	SY	\$ 8.00	\$ 4,800.00
219-A	WATERING	155	KGAL	\$ 20	\$3,100
220-A	INSECT PEST CONTROL	1	ACRE	\$ 7500.00	\$ 7,500.00
907-230-B	TREE PLANTING, LITTLE GEM MAGNOLIA	8	EACH	\$ 325.00	\$ 325.00
907-230-B	TREE PLANTING, WINGED ELM	4	EACH	\$ 325.00	\$ 1,300.00
232-A	FERTILIZER FOR WOODY PLANT MATERIAL, TABLET, 21 GRAM	36	EACH	\$ 65.00	\$ 2,340.00
233-A	TREE BARK MULCH, TYPE III	2	CY	\$ 225.00	\$ 450.00
233-A	TREE BARK MULCH, TYPE V	3	CY	\$ 200.00	\$ 600.00
907-282-M	SLOW RELEASE IRRIGATION BAG	12	EACH	\$ 65.00	\$ 780.00
234-A	TEMPORARY SILT FENCE	680	LF	\$ 4.25	\$ 2,890.00
907-237-A	WATTLES	100	LF	\$ 12.00	\$ 1,200.00
907-246-A	SANDBAGS	100	LF	\$ 18.00	\$ 1,800.00
907-258-PP	HANDRAIL, PER PLANS	130	LF	\$ 125.00	\$ 16,250.00

00300-4

608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 5" THICKNESS	478	SY	\$	PL
618-A	MAINTENANCE OF TRAFFIC	1	LS	XXXX	\$ 56.00
618-B	ADDITIONAL CONSTRUCTION SIGNS	1	SF	\$10	\$ 12,500.00
620-A	MOBILIZATION	1	LS	XXXX	\$ 30,000.00
699-A	ROADWAY CONSTRUCTION STAKES	1	LS	XXXX	\$ 15,000.00
815-B	GROUTED RIPRAP, SIZE 100	290	SY	\$ 42.00	\$ 12,180.00
815-E	GEOTEXTILE UNDER GROUTED RIPRAP, TYPE V, NON-WOVEN	350	SY	\$ 4.25	\$ 1,487.50
907-258-PP	PEDESTRIAN BOARDWALK, PER PLANS	500	SF	\$ 70.00	\$ 35,000.00
682-A	UNDERGROUND BRANCH CIRCUIT, AWG 10, 3 CONDUCTORS	365	LF	\$ 8.50	\$ 3,102.50
682-A	UNDERGROUND BRANCH CIRCUIT, AWG 6, 3 CONDUCTORS	220	LF	\$ 10.50	\$ 2,310.00
682-C	STRUCTURE MOUNTED BRANCH CIRCUIT, AWG 10, 3 CONDUCTORS	140	LF	\$ 20.60	\$ 2,884.00
682-D	STRUCTURE MOUNTED PULLBOX	2	EACH	\$ 325.00	\$ 650.00
682-F	SECONDARY POWER CONTROLLER	1	EACH	\$ 11,525.00	\$ 11,525.00
907-683-PP001	LIGHTING ASSEMBLY, LOW MAST, TYPE 15-0-1-95LED	9	EACH	\$ 5,625.00	\$ 50,625.00
907-683-PP002	LIGHTING ASSEMBLY, HANDRAIL, TYPE HR	4	EACH	\$ 487.50	\$ 1,950.00
684-A	POLE FOUNDATIONS, 24" DIAMETER	9	CY	\$ 1,360.00	\$ 12,240.00
TOTAL BASE BID \$				297,221.00	

Prices Bid and Approximate Quantities – Additive Alternate No. 1					
Pay Item	Description	Qty	Unit	Unit Price	Price Extension
203-EX	BORROW EXCAVATION, FM, CLASS B9, AH	50	CY	\$ 18.00	\$ 900.00
203-G	EXCESS EXCAVATION, FM, AH	100	CY	\$ 9.00	\$ 900.00
211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	30	CY	\$ 23.00	\$ 690.00
907-216-B	SOLID SODDING, CENTIPEDE	300	SY	\$ 8.00	\$ 2400.00
608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, 5" THICKNESS	267	SY	\$ 56.00	\$ 14,952.00
682-A	UNDERGROUND BRANCH CIRCUIT, AWG 10, 3 CONDUCTORS	230	LF	\$ 8.50	\$ 1,955.00
907-683-PP001	LIGHTING ASSEMBLY, LOW MAST, TYPE 15-0-1-95LED	3	EA	\$ 5,625.00	\$ 16,875.00
684-A	POLE FOUNDATIONS, 24" DIAMETER	3	CY	\$ 1,360.00	\$ 4,080.00
TOTAL ADDITIVE ALTERNATE NO. 1 \$				\$ 42,752.00	

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 two hundred ninety-seven thousand two hundred twenty-one and ¹¹/₁₀₀ DOLLARS (\$ 297,221.00)
(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: President
Title

8292 Firetower Rd
PASS Christian, MS 39571
Address

00300-7

BIDDER'S CORPORATE DECLARATION

(TO BE FILLED IN IF BIDDER IS A CORPORATION)

Date: 2-1, 2017

Our corporation is chartered under the Laws of the state of MS and the names, titles and business addresses of the executives are as follows:

Richard Lachner
President

Kathy Lachner
Secretary

8292 Firwood Rd
PAS, Christian, MS 39571

Same

Kathy Lachner
Treasurer

Same

DECLARATION OF PARTNERSHIP

(To be filled in if a Bidder is a Partnership)

Our Partnership is composed of the following individuals:

Address

Address

00300-8

NON-COLLUSION AFFIDAVIT

GORDON'S CREEK – DEPOT DISTRICT
BUSCHMAN STREET TO RIVER AVENUE
CITY OF HATTIESBURG, MISSISSIPPI

(THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED)

STATE OF MS
COUNTY OF Harrison) ss.
Richard L. Linder being first duly sworn,
(Person)
deposes and says that he is President

(Sole owner, a partner, president, secretary, etc.)

of Twin L Const Inc. 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.

Richard L. Linder
Affiant

Sworn to and subscribed before me this 1 day of Feb, 20 17

Janet Linder
Notary Public in and for

Harrison County,

My Commission Expires
3-31, 20 17

(SEAL)



00300-9

PROPOSED SUBCONTRACTORS

**GORDON'S CREEK – DEPOT DISTRICT
BUSCHMAN STREET TO RIVER AVENUE
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

00300-12

INSTRUCTIONS TO BIDDERS

GORDON'S CREEK – DEPOT DISTRICT BUSCHMAN STREET TO RIVER AVENUE 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*, 2004 Edition (can be downloaded at www.gomdot.com) is made a part hereof as if it were attached hereto, except where superseded by special provisions contained herein.

2. DATE AND PLACE OF OPENING OF PROPOSALS

The date, time, and place for opening Proposals will be as set out in the published "Advertisement for Bids."

The Owner reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each known prospective Bidder.

3. FORM FOR PROPOSALS

Proposals must be submitted in duplicate on the forms furnished by the Owner and the envelope containing the Proposals must be sealed and addressed to:

City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

The outside of the envelope containing the Proposal shall bear the inscription:

**SEALED BID FOR: GORDON'S CREEK-DEPOT DISTRICT-BUSCHMAN STREET TO
RIVER AVENUE
CITY OF HATTIESBURG, MISSISSIPPI**

BY _____

Certificate of Responsibility No. _____

State License No. _____

The duplicate Proposals shall be in the form of one original Proposal, marked "ORIGINAL" and one photocopy (Xerox or similarly reproduced copy) marked "PHOTOCOPY" of the original Proposal.

If Proposals are forwarded by the U.S. Postal Service, delivery shall be by Registered or Certified Mail.

4. PREQUALIFICATION

All Bidders must be in good standing with the Owner. Bidders who are not in good standing with the Owner will not be considered for award of the contract. Good standing includes, among other things: (a) whether Bidder has failed to successfully complete the work or punchlist items under another Owner contract; (b) whether Bidder is currently, or has been in the past five years, involved in litigation with the Owner regarding work under another Owner contract, either as a general contractor or subcontractor; (c) whether Bidder has been or is currently in default under another Owner contract the past five years. with the Owner; or (d) whether Bidder has failed to fulfill provisions of another Owner contract within

5. CERTIFICATE OF RESPONSIBILITY

Prior to filing Bids on Owner projects (in excess of \$50,000), the prospective Bidder must obtain a Certificate of Responsibility from the Mississippi State Board of Public Contractors, establishing his classification as to the value and the type of construction on which he is authorized to bid. Application must be submitted to the Board at least 30 days prior to a regular Board meeting scheduled every Quarter on the first Tuesday of January, April, July and October.

6. ANNUAL LICENSE TO BID (Not Used)

7. CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS

Prospective Bidders may obtain Proposal forms including one copy of Contract Documents upon payment of the amount of money stipulated in the "Advertisement for Bids."

No refunds will be made for return of Plans or Specifications.

In the event all Bids are rejected and the Project is re-advertised, the original Bidders shall **NOT** be entitled to free Bidders Proposal forms for the subsequent letting.

8. OMISSIONS AND DISCREPANCIES

Should a Bidder find discrepancies, errors or omissions in the Drawings or Specifications, or should he be in doubt as to the correctness of the Plan details, dimensions and layout, he should immediately notify the Engineer in order to permit checking and any necessary revisions or modifications.

9. ADDENDA

Prior to the date set for opening of Bids, the right is reserved, in the interests of the Owner, as it may require, to revise or amend the Contract Documents. Such revisions, if any, will be announced by an Addendum or Addenda, and copies of such Addenda will be furnished to all prospective Bidders who have purchased Plans and Specifications for acknowledgment by return fax. If the revisions and Addenda are of a nature which require material changes in quantities or prices Bid, or both, the date set for opening Bids may be postponed to enable Bidders to revise their Bids. In such case, the Addendum or Addenda will include an announcement of the new date for opening Bids.

10. INTERPRETATIONS

No oral interpretation made to any Bidder as to the meaning of the Contract Documents shall be

considered an effective modification of any of the provisions of the Contract Documents. In order to ensure appropriate and concise responses, and avoid any misinterpretations, no verbal questions will be received. Written requests for interpretation of the Plans and Specifications shall be submitted to the Engineer at least 10 days prior to opening of Proposals so that a formal decision can be given in writing to all known prospective Bidders in the form of an Addendum. The Contract Document contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

11. BID SECURITY

All Bids shall be accompanied by a Bid Security in the form of a Certified Check upon a national or state bank or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the Owner in an amount equal to five percent of the Bid. The Certified Check or Bid Bond must be enclosed in the same envelope with the Bid. Except as noted below, the Bid Security of all known unsuccessful Bidders will be returned promptly after a Notice of Award has been sent to the successful Bidder or in the event that all Bids are rejected.

The Bid Security of the next two lowest qualified Bidders will be retained until the Contract has been executed with the lowest qualified Bidder. The Bid Security of the successful Bidder will be returned when satisfactory Performance and Payment Bonds have been furnished and approved and the Contract executed.

12. GENERAL INFORMATION

Bidders shall inform themselves and comply with all pertinent Owner regulations and ordinances, State and Federal laws, licenses and tax liabilities which may in any manner affect their Bids and the prosecution of the work. The successful bidder will be responsible for obtaining all building, plumbing, and electrical permits required by the local city government. Special attention is directed to the rules and regulations published by the Mississippi State Tax Commission outlining certain taxes imposed on Contractors by the state of Mississippi.

13. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. Bids received conditioning their consideration or rejection upon Bids for the other work submitted by the same Bidder may be classed as irregular, unless the Contract Documents specifically invite or permit conditional or combination Bids. Bids in which the prices obviously are unbalanced may be rejected.

14. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

15. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the Executed Contract, the Contractor shall furnish a Performance Bond and a Payment Bond each in the sum of 100% of the Contract amount as security for faithful performance of his Contract and for the payment of all persons performing labor on the Project under his Contract and furnishing materials in connection with his Contract, as specified in the Contract Documents. The surety of such Bonds shall be issued by a duly authorized surety company listed on the Treasury Department's most current list Circular 570 (as amended) and satisfactory to the Owner.

Attorneys in fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney. Failure of the successful Bidder to execute the Contract and to supply the required bonds within 10 calendar days from the date that the Notice of Award is delivered, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner, at his discretion, may either award the Contract to the next lowest qualified Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by readvertising, the defaulting Bidder shall have no claim against the Owner for a refund. The Contractor's bond will not be released until all provisions of the Contract have been fulfilled.

16. INSURANCE

The Contractor will be required to carry the types and amounts of insurance named in the Contract Documents for the full life of the Contract.

17. SUBCONTRACTORS

Bidders are specifically advised that any person, firm or other party to whom it is proposed to award a Subcontract must be acceptable to the Owner. Nothing contained in the Contract Documents shall create any contractual relation between subcontractor and the Owner.

18. METHOD OF AWARD – LOWEST RESPONSIVE BIDDER

The Owner will award the Contract to the lowest and best Bid unless all Bids are rejected. The award will be based on the evaluation of the low bid for the total base bid or the total alternate bid as decided upon by the Owner.

The responsiveness of the low Bidder shall be determined by (1) the completeness and regularity of the Bidders Proposal; (2) the Bidders Proposal being without exclusions or special conditions; (3) the Bid Form having no alternative Bids for any item unless requested in the Technical Specifications; and (4) such other factors as may be considered under State law, Federal law or regulation.

The evaluation of the low bidder will be based on whether the Bidder (1) maintains a permanent place of business; (2) has adequate plant equipment to do the work properly and within the time limit that is established; (3) has adequate financial status to meet his obligations contingent to the work; (4) has adequate manpower and present workload is such that he can perform according to a reasonable schedule; and (5) such other factors as may be considered under State law, Federal law or regulation.

19. OBLIGATION OF BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda).

The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid. Submission of Bid shall be accepted as prima facie evidence that Bidder has inspected the site and is familiar with the Plans and Contract Documents.

20. SUBSURFACE DATA

Not Used.

21. EXECUTION OF CONTRACT

If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the corporation authorizing him to sign the contract. Such resolution should bear the seal of the corporation.

Subject to the applicable provisions of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been rendered or delivered, or both, to the Contractor or his duly authorized agent or representative. Deposit of said counterpart in the United States mail in an envelope or wrapper properly addressed shall constitute compliance with these provisions by the Owner.

22. INTERCHANGEABLE TERMS

The terms "Bid" and "Proposal" wherever they are used in the Contract Documents are interchangeable and have the same meaning. The terms "Contract" and "Agreement", are interchangeable and have the same meaning. The terms "Contract Drawings" and "Plans", are interchangeable and have the same meaning.

23. QUALIFICATIONS OF BIDDER, OWNER'S RIGHTS

The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

24. MATERIALS AND EQUIPMENT

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a manufacturer, fabricator, supplier, or distributor, the naming of the item in this manner is intended to establish the type, function and quality required. Materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named in the Contract Documents. Bidders are referred to Section 6.3 of the General Conditions regarding procedures for approval of substitute materials and

equipment.

25. NON-RESIDENT BIDDERS

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

26. DESIGNATING OWNER AND ENGINEER

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof shall be interpreted to mean the City of Hattiesburg, Mississippi, the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Office Engineer, or Engineer shall be interpreted to mean the Engineer for the City of Hattiesburg, Mississippi, Neel-Schaffer, Inc.

27. MATERIALS TESTING

The Contractor shall be responsible for all testing of materials associated with the project. Materials shall be tested in accordance to the requirements and frequencies outlined in the *Mississippi Standard Specifications for Road and Bridge Construction* (2004 Edition), and shall be considered an absorbed item.

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 75 consecutive calendar days of the Notice to Proceed date and Final Completion of the project within 150 consecutive calendar days of the Notice to Proceed date unless the period for completion is extended otherwise by the Contract Documents.

Substantial completion shall include completion of all work except for final installation of the new light fixtures and poles.