



**Tuesday, January 2, 2024
4:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Public Hearing

1. **2024-1** Hold a public hearing for an appeal filed by Douglas Miller, the appellant, to appeal a decision by the Hattiesburg Planning Commission. The appeal is regarding the decision of the Director of Urban Development for a use designation for an entity as a "Group Care Facility."
Attachments: 1. Appeal of PC Decision to City Council
 2. Appeal Letter_use determination_1st appeal

Presentation Agenda

Citizens' Forum

POLICY AGENDA

1. **2024-2** Approve the minutes for the December 18 & 19, 2023 meetings of the City Council.
Attachments: 1. 12-4-2023 AR, WS mins.
 2. 12-5-2023 mins.

2. **2024-8** Approve or deny the petition filed by Douglas Miller to appeal a decision by the Hattiesburg Planning Commission. The appeal is regarding the decision of the Director of Urban Development for a use designation for an entity as a "Group Care Facility." The Planning Commission recommended upholding the director's decision on November 15th, 2023.
Attachments: 1. Appeal of PC Decision to City Council
 2. Appeal Letter_use determination_1st appeal
 3. MINUTES NOVEMBER SCM HPC

3. **2024-4** Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. to provide engineering services for the Gordon's Creek Drainage Improvements Phase I Project and authorize the Mayor to execute in duplicate.

Attachments: 1. 12220-009 GCPI Standard Form Agreement between Owner and Engineer

4. 2024-9 Approve agreement between the City of Hattiesburg and Shows, Dearman & Waits for legal description modification of the Historic Conservation District and authorize the mayor to execute the same.

Attachments: None

5. 2024-5 Acknowledge bids received April 13, 2023 for the Tatum Park Fields #16 & #18 Lighting Project and reject all bids received. Approve final plans and specifications and authorize re-advertisement for bids.

Attachments: 1. Tatum Fields 16 and 18 Lighting-Final Plans
2. Tatum Fields 16 and 18 Lighting-Final Specs
3. Tatum Park Fields 16 & 18 Lighting-Cert Bid Tab
4. Advertisement for Bid

6. 2024-6 Acknowledge receipt of Final Close-Out Documents for the Highway 49 Lighting Project, authorize payment of final pay application to Webster Electric in the amount of \$48,818.80 and authorize final acceptance of the project.

Attachments: 1. HWY 49 LIGHTING PROJ CLOSE OUT DOCS

7. 2024-7 Acknowledge Statement of Qualifications received for Consulting Services for the development of the City of Hattiesburg Safe Streets For All (SS4A) Action Plan; Accept submittal from Neel-Schaffer, Inc. and Authorize the Mayor to execute contract documents upon preparation.

Attachments: 1. Statement of Qualifications - Neel Schaffer

8. 2024-3 Declare and approve a sole source purchase for Stop Stick in the amount of \$10,692.00 as a sole source purchase per section 37-7-1 of the Mississippi Code of 1972 as amended; Stop Stick Ltd. is the sole source manufacturer and exclusive distributor of this system.

Attachments: 1. Request from Chief Sealy
2. Quote for Stop Stick
3. Sole Source Letter (Stop Stick)

ROUTINE AGENDA

1. 2024-10 Acknowledge the draft of the Consolidated Annual Performance & Evaluation Report (CAPER), and approve the public hearing for January 29, 2024, at 5:30 p.m. at the Train Depot.

Attachments: 1. 2022 CAPER draft 12222023
2. CAPER 2022 Notice of Public Hearing

2. 2024-14 Acknowledge no bids received on December 21, 2023, for the South Water Source

Test Hole for the City of Hattiesburg; Authorize re-advertisement for same.

Attachments: 1. 1235-212_Street Ready Specs_2023-12-21

3. 2024-11 Acknowledge receipt of the two quote docket for the period of November 28, 2023 through December 21, 2023.

Attachments: 1. January 2, 2024 Council Agenda (1)
2. January 2, 2024 Council Agenda (2)
3. January 2, 2024 Council Agenda (3)

4. 2024-12 Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.

Attachments: 1. Deeds (01-02-2024)
2. Memo's (01-02-2024)
3. Receipts (01-02-2024)

5. 2024-13 Approve claims docket for the period ending December 31, 2023.

Attachments: None

Work Session

1. 2024-15 Technology and First Responders, requested by Administration.

Attachments: None

In Memoriam:

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Cory Long, Planning Administrator, Nathan Satcher, Planner II
cc: Ann Jones
Date: Tuesday, January 2, 2024
Re: Hold a public hearing for an appeal filed by Douglas Miller, the appellant, to appeal a decision by the Hattiesburg Planning Commission. The appeal is regarding the decision of the Director of Urban Development for a use designation for an entity as a "Group Care Facility."
File Number: 2024-1
Minute Book #

Summary

Hold a public hearing for an appeal filed by Douglas Miller, the appellant, to appeal a decision by the Hattiesburg Planning Commission. The appeal is regarding the decision of the Director of Urban Development for a use designation for an entity as a "Group Care Facility." The Planning Commission recommended upholding the director's decision on November 15th, 2023.

Recommendation Statement

The Planning Commission recommended upholding the director's decision in a special hearing called on November 15th, 2023.

Please place this on the January 2, 2024 City Council meeting for consideration.

Douglas E. Miller, PLLC

Attorney at Law

804 Main Street
P. O. Box 1616
Purvis, MS 39475

Phone: 601-794-6100

Fax: 601-794-6107

E-mail: Douglasmillerlaw@gmail.com

November 21, 2023

Kermas Eaton
Director of Administration/City Clerk

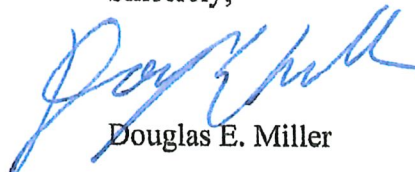
Wiley Quinn
Director of Urban Development

Re: Lighthouse Rescue Mission, Inc.
408 Broadway Drive
Hattiesburg, MS

Dear Sirs;

Please find enclosed our request to appeal the Planning Commission recommendation of the Designation of Lighthouse Rescue Mission, Inc. as a Group Care Home. If you need any further information, please contact me.

Sincerely,



Douglas E. Miller



URBAN DEVELOPMENT PLANNING DIVISION

RECEIVED
NOV 22 2023
BY: *[Signature]*

REQUEST TO APPEAL PLANNING COMMISSION RECOMMENDATION

Today's Date:	November 21, 2023
Planning Commission Meeting Date:	November 15, 2023 <i>(Appeals must be made within ten consecutive days of the recommendation)</i>
Name of Property Owner/Petitioner:	Kenneth Thronson
Name of Person Requesting Appeal Hearing:	Douglas E. Miller
Mailing Address of Person Requesting Appeal Hearing:	Post Office Box 1616, Purvis MS 39475
Address of Petitioned Property:	408 Broadway Drive, Hattiesburg, MS
Petitioner's Request of the Planning Commission:	Appeal the Designation of Lighthouse Rescue Mission, Inc. as a Group Care Home
Planning Commission's Recommendation:	Approve ☐ or Deny ☒

I hereby APPEAL the Planning Commission Recommendation for the above referenced petition and request to hold a Public Hearing before the Hattiesburg City Council.

[Signature]
Appellant (signature)
Douglas E. Miller

Send to:
Kemas Eaton, Director of Administration/City
Clerk

Copy to:
Wiley Quinn, Director of Urban Development

P.O. Box 1898
Hattiesburg, MS 39403
601.545.4591

Douglas E. Miller, PLLC

Attorney at Law

804 Main Street
P. O. Box 1616
Purvis, MS 39475

Phone: 601-794-6100
Fax: 601-794-6107
E-mail: Douglasmillerlaw@gmail.com

September 25, 2023

Re: Lighthouse Rescue Mission, Inc.
Rehabilitation Facility-
408 Broadway
Hattiesburg, MS

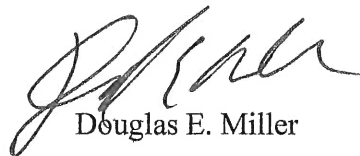
Wiley Quinn
Director of Urban Development
Department of Urban Development
P. O. Box 1898
Hattiesburg, MS 39403

Lighthouse Rescue Mission, Inc, requests an appeal of the Designation of Group Care Facility.

The Hattiesburg Land Development Code would allow a Rehabilitation Facility in the currently zoned B-5. If you consider the NAICS Rehabilitation Facility, you will find Residential Mental Health and Substance Abuse Facilities (NAICS 623220) which I would submit is what Lighthouse Rescue Mission, Inc. is.

According to NAICS 623220 Residential Mental Health and Substance Abuse Facilities are primarily engaged in providing residential care and treatment for patients with mental health and substance abuse illnesses. These establishments provide room, board, supervision, and counseling services. Although medical services may be available at these establishments, they are incidental to the counseling, mental rehabilitation and supportive services offered. These establishments generally provide a wide range of social services in addition to counseling. Examples offered are Alcoholism or drug addiction rehabilitation facilities (except licensed hospitals).

Please accept this as a request for an appeal for the designation of Lighthouse Rescue Mission, Inc. as a Group Care Facility. If I can provide any further information, please contact me. Thank you for your consideration in this matter.



Douglas E. Miller



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Lisa Luu
cc: Ronda Kennedy, Clerk of Council
Date: Tuesday, January 2, 2024
Re: Approve the minutes for the December 18 & 19, 2023 meetings of the City Council.
File Number: 2024-2
Minute Book #

Summary

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

Recommendation Statement

I recommend approval of the minutes.

Please place this on the January 2, 2024 City Council meeting for consideration.

Published Agenda



Monday, December 4, 2023 4:00 PM	City Council Monday Meeting Agenda	Council Chambers 200 Forrest Street
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Call to Order
Agenda Adjustments – Delete Routine Item #2.

Agenda Review

Work Session

1. **2023-899** Sunday brunch hours, requested by Council member Carter Carroll.

Citizens' Forum

Meeting Recess

Call to Order

BE IT REMEMBERED that the **Agenda Review meeting of the Hattiesburg City Council was held at 4:00 p.m. Monday, December 4, 2023**, in Council Chambers at City Hall; same being from an adjourned meeting held on November 21, 2023.

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

Council President George Called the meeting to order.

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

Agenda Adjustments - Delete Routine Item #2.

Agenda Review

Council President George proceeded with the Agenda Review.

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

Work Session

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

1. **2023-899** Sunday brunch hours, requested by Councilmember Carter Carroll.

Citizens' Forum

Council Vice President Ware proceeded with the Citizens' Forum.

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

The following citizens addressed the Council:

- Eric Steele

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

Council Vice President Ware closed the Citizen Forum.

Meeting Recess

Council President George declared the **meeting recessed at 4:11 p.m., this 4th day of December, 2023**, by unanimous consent, until the 5th day of December, 2023.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Published Agenda



Tuesday, December 5, 2023	City Council	Council Chambers
5:00 PM	Tuesday Meeting Agenda	200 Forrest Street

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

POLICY AGENDA

- | | | |
|-----|----------|--|
| 1. | 2023-880 | Approve the minutes for the November 20 & 21, 2023 meetings of the City Council. |
| 2. | 2023-898 | Adopt an Ordinance amending Ordinance 3223 in advance of New Year's Eve, December 31, 2023, to extend the hours of operation for public and private commercial establishments to allow consumption of alcoholic beverages in the City of Hattiesburg. |
| 3. | 2023-866 | Adopt a Resolution requesting the Mississippi Department of Transportation (MDOT) to initiate Edwards Street Improvement Project - James St. to Tuscan Avenue and authorize the Mayor to execute the attached request letter. |
| 4. | 2023-883 | Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the Burkett's Creek East Sewer Project and authorize the Mayor to execute in duplicate. |
| 5. | 2023-863 | Approve Agreement for Professional Services with Neel-Schaffer, Inc. to provide engineering services related to the Sims Road Boat Ramp project for a fixed fee of \$94,140.00 and Authorize the Mayor to execute in duplicate. |
| 6. | 2023-879 | Approve Standard Lease Agreement with Mississippi Power to install 28 new LED fixtures at the Midtown Green Park at a monthly cost of \$3,546.00 and authorize the Mayor to execute in duplicate. |
| 7. | 2023-875 | Approve Lighting Agreement with Mississippi Power Company for additional lighting for a monthly increase in pricing for the following locations per attached documents and authorize the Mayor to execute the same. |
| 8. | 2023-862 | Acknowledge Statement of Qualifications received for Engineering Consulting Services for the Hattiesburg Bobby L. Chain Municipal Airport; Accept submittal from Neel-Schaffer, Inc. and Authorize the Mayor to execute contract documents upon preparation. |
| 9. | 2023-884 | Approve Rental Agreement between the City of Hattiesburg and R J Young Company for one (1) copier to be located in the Hattiesburg Planning Department in the amount not to exceed \$345.41 per month for 60 months and authorize the Mayor to execute the same. |
| 10. | 2023-886 | Approve Agreement with Landry Lewis Germany Architects, P.A., to provide architectural services related to restroom and exterior improvements at Tatum Park and authorize the Mayor to execute the same. |
| 11. | 2023-864 | Approve Advertising Sponsorship for the 2023 Mississippi/Alabama All-Star Football Game as outlined in the attached letter, in accordance with Mississippi 17-3-1, in an amount not to exceed \$25,000.00 and authorize issuance of manual check for the same. |
| 12. | 2023-888 | Approve Agreement with Hattiesburg Youth Soccer Association to operate and promote soccer programs for Hattiesburg residents and authorize the Mayor to execute the same. |
| 13. | 2023-889 | Approve Agreement with Hattiesburg Little League to operate and promote Little League Baseball for Hattiesburg area residents and authorize the Mayor to execute the same. |
| 14. | 2023-894 | Approve Agreement with Hattiesburg Arts Council to provide Art and Cultural programs for children and cultural opportunities for adults, seniors and persons with disabilities for Hattiesburg residents and authorize the Mayor to execute the same. |
| 15. | 2023-897 | Approve the State holiday schedule as the City's holidays for the fiscal year 2023-2024 in accordance with MS Code 3-3-7, per attached list. |
| 16. | 2023-867 | Accept grant award from the Mississippi Emergency Management Agency 2020 Hazard Mitigation Grant Program in the amount of \$155,911.00 (\$116,933.26 federal match and \$38,977.75 local match), Approve Agreement and authorize the Mayor to execute the same. |
| 17. | 2023-896 | Ratify and confirm the Mayor's appointment of Amy Sproles Smith to the Hattiesburg Historic Conservation Commission to fill the unexpired term of Terri Bell, for a term beginning December 5, 2023, and ending November 16, 2024. |

ROUTINE AGENDA

- | | | |
|----|----------|---|
| 1. | 2023-881 | Acknowledge receipt of a request filed by Douglas Miller to appeal a decision by the Hattiesburg Planning Commission. The appeal is regarding the decision of the Director of Urban Development for a use designation for an entity as a "Group Care Facility." The Planning Commission recommended upholding the director's decision on November 15th, 2023. Set a public hearing before the City Council on January 2, 2023, at 4:00 p.m. and authorize publication of public notice for the hearing. |
| 2. | Removed | |

- 3. **2023-895** Acknowledge receipt of Release of Fuel Facility located at Bobby L. Chain Municipal Airport to the City of Hattiesburg from Rebel Aviation, LLC, and Hattiesburg Hanger Association, Inc., as per attached documents.
- 4. **2023-878** Acknowledge receipt of the two quote docket for the period of October 25, 2023 through November 27, 2023.
- 5. **2023-887** Acknowledge receipt of the FY 2022-2023 Expenditure Report from Hattiesburg Youth Soccer Association.
- 6. **2023-890** Acknowledge receipt of the FY 2023 Hattiesburg Little League Expenditure Report.
- 7. **2023-892** Acknowledge receipt of the 2023 Expenditure Report for the Hattiesburg Dixie Boys Baseball.
- 8. **2023-893** Acknowledge receipt of the FY 2023 Expenditure Report from the Hattiesburg Arts Council.
- 9. **2023-865** Approve the sale of grave spaces per attached, Memo's, Receipts, and Deeds.
- 10. **2023-885** Approve claims docket for the period ending November 30, 2023.

In Memoriam:

- Mrs. Vickie Sue Tankersley Hanna
- Dr. Tommy King
- Mrs. Deborah List Schell
- Mr. Danny Jones
- Mr. Lowell E. Webb
- Mr. Louis Dempsey Lee, Sr.
- Ms. Genevieve Feyen
- Ms. JoAnn Hill
- Ms. Krista Guice Boyte
- Mr. Karey Keys
- Ms. Delores Nicholson

Meeting Adjourn

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, December 5, 2023**, in Council Chambers at City Hall; same being from a recessed meeting held on December 4, 2023.

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

Council President George Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Pastor Jeremy Morgan of Hardy Street Baptist Church.

The Pledge of Allegiance was led by Kermas Eaton.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

THE MATTER OF THE AGENDA ORDER came before the Council.

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2023-880** Approve the minutes for the November 20 & 21, 2023 meetings of the City Council.

Attachments: 11-20-2023 AR Mins.
 11-21-2023 Mins.

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve the minutes for the November 20 & 21, 2023 meetings of the City Council.

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

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

Nays: 0

2. **2023-898** Adopt an Ordinance amending Ordinance 3223 in advance of New Year's Eve, December 31, 2023, to extend the hours of operation for public and private commercial establishments to allow consumption of alcoholic beverages in the City of Hattiesburg.

Attachments: ORDINANCE Extending Hours on NYE

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt an Ordinance (#3336) amending Ordinance 3223 in advance of New Year's Eve, December 31, 2023, to extend the hours of operation for public and private commercial establishments to allow consumption of alcoholic beverages in the City of Hattiesburg.

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

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

Nays: 0

3. **2023-866** Adopt a Resolution requesting the Mississippi Department of Transportation (MDOT) to initiate Edwards Street Improvement Project - James St. to Tuscan Avenue and authorize the Mayor to execute the attached request letter.

Attachments: Edwards Street Project Initiation Res
 Starita Initiation Ltr

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Adopt a Resolution (#2023-168) requesting the Mississippi Department of Transportation (MDOT) to initiate Edwards Street Improvement Project - James St. to Tuscan Avenue and authorize the Mayor to execute the attached request letter.

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

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

Nays: 0

4. **2023-883** Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the Burkett's Creek East Sewer Project and authorize the Mayor to execute in duplicate.

Attachments: 1235-210 - Agreement between Owner and SDW_partial ex 2023.11.27

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Approve Agreement with Shows, Dearman and Waits, Inc. to provide engineering services related to the Burkett's Creek East Sewer Project and authorize the Mayor to execute in duplicate.

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

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

Nays: 0

5. **2023-863** Approve Agreement for Professional Services with Neel-Schaffer, Inc. to provide engineering services related to the Sims Road Boat Ramp project for a fixed fee of \$94,140.00 and Authorize the Mayor to execute in duplicate.

Attachments: Sims Rd Boat Ramp - Letter Agreement

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to Approve Agreement for Professional Services with Neel-Schaffer, Inc. to provide engineering services related to the Sims Road Boat Ramp project for a fixed fee of \$94,140.00 and Authorize the Mayor to execute in duplicate.

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

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

Nays: 0

6. **2023-879** Approve Standard Lease Agreement with Mississippi Power to install 28 new LED fixtures at the Midtown Green Park at a monthly cost of \$3,546.00 and authorize the Mayor to execute in duplicate.

Attachments: MIDTOWN GREEN PARK LIGHTING AGREEMENT

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Standard Lease Agreement with Mississippi Power to install 28 new LED fixtures at the Midtown Green Park at a monthly cost of \$3,546.00 and authorize the Mayor to execute in duplicate.

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

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

Nays: 0

7. **2023-875** Approve Lighting Agreement with Mississippi Power Company for additional lighting for a monthly increase in pricing for the following locations per attached documents and authorize the Mayor to execute the same.

Attachments: MS Power – Bonhomie

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

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

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

Nays: 0

8. **2023-862** Acknowledge Statement of Qualifications received for Engineering Consulting Services for the Hattiesburg Bobby L. Chain Municipal Airport; Accept submittal from Neel-Schaffer, Inc. and Authorize the Mayor to execute contract documents upon preparation.

Attachments: Neel-Schaffer - HBG SOQ
 Richard C. Lambert Consultants SOQ

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Acknowledge Statement of Qualifications received for Engineering Consulting Services for the Hattiesburg Bobby L. Chain Municipal Airport; Accept submittal from Neel-Schaffer, Inc. and Authorize the Mayor to execute contract documents upon preparation.

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

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

Nays: 0

9. **2023-884** Approve Rental Agreement between the City of Hattiesburg and R J Young Company for one (1) copier to be located in the Hattiesburg Planning Department in the amount not to exceed \$345.41 per month for 60 months and authorize the Mayor to execute the same.

Attachments: RJ YOUNG COPY MACHINE LEASE AGREEMENT

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Rental Agreement between the City of Hattiesburg and R J Young Company for one (1) copier to be located in the Hattiesburg Planning Department in the amount not to exceed \$345.41 per month for 60 months and authorize the Mayor to execute the same.

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

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

Nays: 0

10. **2023-886** Approve Agreement with Landry Lewis Germany Architects, P.A., to provide architectural services related to restroom and exterior improvements at Tatum Park and authorize the Mayor to execute the same.

Attachments: 4030 Owner Architect Agreement for Signature

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to Approve Agreement with Landry Lewis Germany Architects, P.A., to provide architectural services related to restroom and exterior improvements at Tatum Park and authorize the Mayor to execute the same.

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

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

Nays: 0

11. **2023-864** Approve Advertising Sponsorship for the 2023 Mississippi/Alabama All-Star Football Game as outlined in the attached letter, in accordance with Mississippi 17-3-1, in an amount not to exceed \$25,000.00 and authorize issuance of manual check for the same.

Attachments: MS Association of Coaches Sponsorship

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Approve Advertising Sponsorship for the 2023 Mississippi/Alabama All-Star Football Game as outlined in the attached letter, in accordance with Mississippi 17-3-1, in an amount not to exceed \$25,000.00 and authorize issuance of manual check for the same.

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

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

Nays: 0

12. **2023-888** Approve Agreement with Hattiesburg Youth Soccer Association to operate and promote soccer programs for Hattiesburg residents and authorize the Mayor to execute the same.

Attachments: HYSA Agreement

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to Approve Agreement with Hattiesburg Youth Soccer Association to operate and promote soccer programs for Hattiesburg residents and authorize the Mayor to execute the same.

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

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

Nays: 0

13. **2023-889** Approve Agreement with Hattiesburg Little League to operate and promote Little League Baseball for Hattiesburg area residents and authorize the Mayor to execute the same.

Attachments: Final 2024 Little League Agreement

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to Approve Agreement with Hattiesburg Little League to operate and promote Little League Baseball for Hattiesburg area residents and authorize the Mayor to execute the same.

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

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

Nays: 0

14. **2023-894** Approve Agreement with Hattiesburg Arts Council to provide Art and Cultural programs for children and cultural opportunities for adults, seniors and persons with disabilities for Hattiesburg residents and authorize the Mayor to execute the same.

Attachments: Hattiesburg Civic Arts Council Contract

A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Approve Agreement with Hattiesburg Arts Council to provide Art and Cultural programs for children and cultural opportunities for adults, seniors and persons with disabilities for Hattiesburg residents and authorize the Mayor to execute the same.

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

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

Nays: 0

15. **2023-897** Approve the State holiday schedule as the City's holidays for the fiscal year 2023-2024 in accordance with MS Code 3-3-7, per attached list.

Attachments: 2023-2024 Holiday Schedule

A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Approve the State holiday schedule as the City's holidays for the fiscal year 2023-2024 in accordance with Ms Code 3-3-7, per attached list.

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

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

Nays: 0

16. **2023-867** Accept grant award from the Mississippi Emergency Management Agency 2020 Hazard Mitigation Grant Program in the amount of \$155,911.00 (\$116,933.26 federal match and \$38,977.75 local match), Approve Agreement and authorize the Mayor to execute the same.

Attachments: City of Hattiesburg Funding Agreement 4429-0036
DR-4429-0036 City of Hattiesburg - 2020 Acquisition Project Approval 10.11.2023

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Accept grant award from the Mississippi Emergency Management Agency 2020 Hazard Mitigation Grant Program in the amount of \$155,911.00 (\$116,933.26 federal match and \$38,977.75 local match), Approve Agreement and authorize the Mayor to execute the same.

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

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

Nays: 0

17.

2023-896

Ratify and confirm the Mayor's appointment of Amy Sproles Smith to the Hattiesburg Historic Conservation Commission to fill the unexpired term of Terri Bell, for a term beginning December 5, 2023, and ending November 16, 2024.
- Attachments:

Amy Smith

Data Sheet- Sproles HCC

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to Ratify and confirm the Mayor's appointment of Amy Sproles Smith to the Hattiesburg Historic Conservation Commission to fill the unexpired term of Terri Bell, for a term beginning December 5, 2023, and ending November 16, 2024.

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

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

Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

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

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

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

Nays: 0

1.

2023-881

Acknowledge receipt of a request filed by Douglas Miller to appeal a decision by the Hattiesburg Planning Commission. The appeal is regarding the decision of the Director of Urban Development for a use designation for an entity as a "Group Care Facility." The Planning Commission recommended upholding the director's decision on November 15th, 2023. Set a public hearing before the City Council on January 2, 2023, at 4:00 p.m. and authorize publication of public notice for the hearing.
- Attachments:

Appeal of PC Decision to City Council

Appeal Letter_use determination_1st appeal
2.

- Removed -
3.

2023-895

Acknowledge receipt of Release of Fuel Facility located at Bobby L. Chain Municipal Airport to the City of Hattiesburg from Rebel Aviation, LLC, and Hattiesburg Hanger Association, Inc., as per attached documents.
- Attachments:

Bobby Chain Airport -Release of Fuel Facility 12.5.23
4.

2023-878

Acknowledge receipt of the two quote docket for the period of October 25, 2023 through November 27, 2023.
- Attachments:

December 5, 2023 Council Agenda

5.

2023-887

Acknowledge receipt of the FY 2022-2023 Expenditure Report from Hattiesburg Youth Soccer Association.

Attachments: [HYSA EXPENSES 2023](#)
6.

2023-890

Acknowledge receipt of the FY 2023 Hattiesburg Little League Expenditure Report.

Attachments: [Hburg Lil League Exp Report 2023](#)
7.

2023-892

Acknowledge receipt of the 2023 Expenditure Report for the Hattiesburg Dixie Boys Baseball.

Attachments: [Dixie Boys ER](#)
8.

2023-893

Acknowledge receipt of the FY 2023 Expenditure Report from the Hattiesburg Arts Council.

Attachments: [Arts Council ER](#)
9.

2023-865

Approve the sale of grave spaces per attached, Memo's, Receipts, and Deeds.

Attachments: [Memo's \(12-05-2023\)](#)
[Receipts \(12-05-2023\)](#)
[Deeds \(12-05-2023\)](#)
10.

2023-885

Approve claims docket for the period ending November 30, 2023.

Attachments: [DOCKET 23.11.30 revised](#)
[DT 23.11.30](#)

In Memoriam:

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

- Mrs. Vickie Sue Tankersley Hanna
- Dr. Tommy King
- Mrs. Deborah List Schell
- Mr. Danny Jones
- Mr. Lowell E. Webb
- Mr. Louis Dempsey Lee, Sr.
- Ms. Genevieve Feyen
- Ms. JoAnn Hill
- Ms. Krista Guice Boyte
- Mr. Karey Keys
- Ms. Delores Nicholson

Meeting Adjourn

Council President George declared the **meeting adjourned at 5:10 p.m., this 5th day of December, 2023**, by unanimous consent, until the 18th day of December, 2023.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cory Long, Planning Administrator

cc: Ann Jones

Date: Tuesday, January 2, 2024

Re: Approve or deny the petition filed by Douglas Miller to appeal a decision by the Hattiesburg Planning Commission. The appeal is regarding the decision of the Director of Urban Development for a use designation for an entity as a "Group Care Facility." The Planning Commission recommended upholding the director's decision on November 15th, 2023.
File Number: 2024-8
Minute Book #

Summary

Approve or deny the petition filed by Douglas Miller to appeal a decision by the Hattiesburg Planning Commission. The appeal is regarding the decision of the Director of Urban Development for a use designation for an entity as a "Group Care Facility." The Planning Commission recommended upholding the director's decision on November 15th, 2023.

Recommendation Statement

The Planning Commission recommended upholding the decision of the Urban Development Director. Please place this on the January 2, 2024 City Council meeting for consideration.

Douglas E. Miller, PLLC

Attorney at Law

804 Main Street
P. O. Box 1616
Purvis, MS 39475

Phone: 601-794-6100

Fax: 601-794-6107

E-mail: Douglasmillerlaw@gmail.com

November 21, 2023

Kermas Eaton
Director of Administration/City Clerk

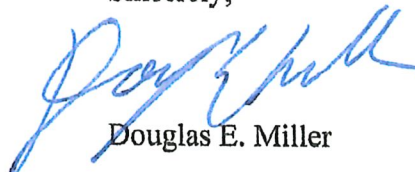
Wiley Quinn
Director of Urban Development

Re: Lighthouse Rescue Mission, Inc.
408 Broadway Drive
Hattiesburg, MS

Dear Sirs;

Please find enclosed our request to appeal the Planning Commission recommendation of the Designation of Lighthouse Rescue Mission, Inc. as a Group Care Home. If you need any further information, please contact me.

Sincerely,



Douglas E. Miller



URBAN DEVELOPMENT PLANNING DIVISION

RECEIVED
NOV 22 2023
BY: *[Signature]*

REQUEST TO APPEAL PLANNING COMMISSION RECOMMENDATION

Today's Date:	November 21, 2023
Planning Commission Meeting Date:	November 15, 2023 (Appeals must be made within ten consecutive days of the recommendation)
Name of Property Owner/Petitioner:	Kenneth Thronson
Name of Person Requesting Appeal Hearing:	Douglas E. Miller
Mailing Address of Person Requesting Appeal Hearing:	Post Office Box 1616, Purvis MS 39475
Address of Petitioned Property:	408 Broadway Drive, Hattiesburg, MS
Petitioner's Request of the Planning Commission:	Appeal the Designation of Lighthouse Rescue Mission, Inc. as a Group Care Home
Planning Commission's Recommendation:	Approve ☐ or Deny ☒

I hereby APPEAL the Planning Commission Recommendation for the above referenced petition and request to hold a Public Hearing before the Hattiesburg City Council.

[Signature]
Appellant (signature)
Douglas E. Miller

Send to:
Kemas Eaton, Director of Administration/City
Clerk

Copy to:
Wiley Quinn, Director of Urban Development

P.O. Box 1898
Hattiesburg, MS 39403
601.545.4591

Douglas E. Miller, PLLC

Attorney at Law

804 Main Street
P. O. Box 1616
Purvis, MS 39475

Phone: 601-794-6100
Fax: 601-794-6107
E-mail: Douglasmillerlaw@gmail.com

September 25, 2023

Re: Lighthouse Rescue Mission, Inc.
Rehabilitation Facility-
408 Broadway
Hattiesburg, MS

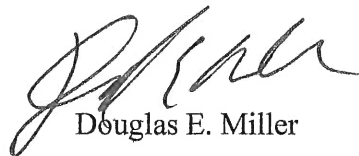
Wiley Quinn
Director of Urban Development
Department of Urban Development
P. O. Box 1898
Hattiesburg, MS 39403

Lighthouse Rescue Mission, Inc, requests an appeal of the Designation of Group Care Facility.

The Hattiesburg Land Development Code would allow a Rehabilitation Facility in the currently zoned B-5. If you consider the NAICS Rehabilitation Facility, you will find Residential Mental Health and Substance Abuse Facilities (NAICS 623220) which I would submit is what Lighthouse Rescue Mission, Inc. is.

According to NAICS 623220 Residential Mental Health and Substance Abuse Facilities are primarily engaged in providing residential care and treatment for patients with mental health and substance abuse illnesses. These establishments provide room, board, supervision, and counseling services. Although medical services may be available at these establishments, they are incidental to the counseling, mental rehabilitation and supportive services offered. These establishments generally provide a wide range of social services in addition to counseling. Examples offered are Alcoholism or drug addiction rehabilitation facilities (except licensed hospitals).

Please accept this as a request for an appeal for the designation of Lighthouse Rescue Mission, Inc. as a Group Care Facility. If I can provide any further information, please contact me. Thank you for your consideration in this matter.



Douglas E. Miller

**MINUTES OF THE
SPECIAL CALLED MEETING OF THE
HATTIESBURG PLANNING COMMISSION
November 15th, 2023**

The Hattiesburg Planning Commission did meet in a special session on November 15th, at 2:00 PM at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Chair Hinton presided over the meeting. A quorum was indicated and the attendance was as follows:

Board Members Roll Call:

Members Present:

1. Amy Hinton, Chair
2. Rebekah Ray
3. Rhoda Pickett, Vice Chair
4. Elayne Lockett
5. Lee Anne Venable
6. Mike Pruitt
7. Carlos Wilson
8. Jeff Keysear (Online)

Members Absent:

1. Dick Conville
2. Charles Dawe
3. Michael Dickerson

Staff Present:

1. Cory Long, Planning Manager
2. Nathan Satcher, Planner II
3. Jim Gladden, Esq.
4. Wiley Quinn, Director of Urban Development
5. Andrea Garcia, Planner I

Chair Hinton declared the Hattiesburg Planning Commission meeting open and in session at 2:02 p.m.

AGENDA REVIEW

There came the matter of the November 2023 Agenda. Commissioner Ray motioned to accept the amended agenda, seconded by Commissioner Lockett. All members present were in favor.

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett (Vice Chair)	X		
Elayne Lockett	X		
Lee Anne Venable	X		
Mike Pruitt	X		
Carlos Wilson	X		
Jeff Keysear (Online)	X		

MINUTES REVIEW

For November 1st, 2023 minutes, the Commissioners noted the absence of one member in the voting section. Vice Chair Pickett moved for approval after corrections were made, and Commissioner Ray seconded this motion.

Motion:

Made by Vice Chair Pickett to approve

Second:

Made by Commissioner Ray

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett (Vice Chair)	X		
Elayne Lockett	X		
Lee Anne Venable	X		
Mike Pruitt	X		
Carlos Wilson	X		
Jeff Keysear (Online)	X		

PLANNING REPORT

There came the matter of the Planning Report by Cory Long, Planning Manager. He informed the Commissioners about the additional mailout requested for the University of Southern Mississippi (USM) case and announced that this item will be presented on December public hearing.

CHAIR'S REPORT

The Chair did not have a report for the meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Item A:

Douglas Miller, petitioner, requests to appeal section 11.7 the decision of the Urban Development Director on the request for interpretation of the intent or the meaning of the provisions of the Land Development Code. The request is specifically for the definition of a Rehabilitation Center instead of a Group facility. The property in question in relation to the interpretation is located at 408 Broadway Drive, PPIN 21766 (Forrest, County, Ward 2).

Discussion and Vote:

The planning staff introduced the case and provided their justification for how they applied the use designation for the proposed business as a “group care facility.” Chair Hinton opened the public hearing portion of the meeting and Mr. Douglas Miller came to speak on behalf of this appeal. Commissioners asked questions regarding the past public hearings held for this project and the type of services proposed for this business. Mr. Kenneth Thronson joined the public portion of the meeting and addressed these questions. Vice Chair Hinton closed the public hearing portion of the meeting. Land Development Code regulations and definitions in the North American Industry Classification System (NAICS) were discussed between the Commissioners and Planning Staff. Then Commissioner Wilson motioned to uphold the interpretation of the code by the director of urban development based on the current regulations written in the Land Development Code (2020).

Presented by:

Douglas Miller and Kenneth Thronson

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Wilson to uphold the director's interpretation

Second:

Made by Commissioner Ray

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett (Vice Chair)	X		
Elayne Lockett	X		
Lee Anne Venable	X		
Mike Pruitt	-	-	ABSTAINED
Carlos Wilson	X		
Jeff Keysear (Online)	X		

OTHER BUSINESS

Bridging Divides Building Opportunities (BDBO) project remained tabled. Two discussed items (E and F) from the previous November 1st public hearing were not moved from the table.

Adjournment:

The meeting was adjourned at 3:10 p.m.

Motion:

Made by Chair Hinton

Second:

Made by Vice Chair Pickett

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett (Vice Chair)	X		
Elayne Lockett	X		
Lee Anne Venable	X		
Mike Pruitt	X		
Carlos Wilson	X		
Jeff Keysear (Online)	X		

Amy Hinton, Chair

Cory Long, AICP, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Engineering and Traffic
cc:
Date: Tuesday, January 2, 2024
Re: Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. to provide engineering services for the Gordon's Creek Drainage Improvements Phase I Project and authorize the Mayor to execute in duplicate.
File Number: 2024-4
Minute Book #

Summary

Approve Professional Services Agreement with Shows, Dearman and Waits, Inc. to provide engineering services for the Gordon's Creek Drainage Improvements Phase I Project and authorize the Mayor to execute in duplicate.

Recommendation Statement

I recommend approve of this item.

Please place this on the January 2, 2024 City Council meeting for consideration.

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

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



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

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

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

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

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of January 2, 2024 ("Effective Date") between the City of Hattiesburg ("Owner") and Shows, Dearman and Waits, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Gordon's Creek Drainage Improvements Phase I ("Project").

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

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

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

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

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

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

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

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

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

6.02 *Design Without Construction Phase Services*

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

6.03 *Use of Documents*

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

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

6.04 *Electronic Transmittals*

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

6.05 *Insurance*

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

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

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

6.06 *Suspension and Termination*

A. *Suspension:*

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

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

- 1. For cause,

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

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

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

6.09 *Dispute Resolution*

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

6.10 *Environmental Condition of Site*

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

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

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

6.11 *Shared Negligence*

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

6.12 *Records Retention*

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

6.13 *Miscellaneous Provisions*

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

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

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

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

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

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

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

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

B. *Day:*

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

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

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

Owner: City of Hattiesburg

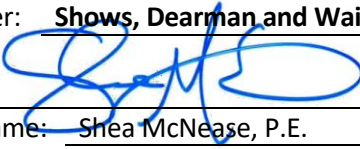
By: _____

Print name: Mayor Toby Barker

Title: Mayor

Date Signed: _____

Engineer: Shows, Dearman and Waits, Inc.

By:  _____

Print name: Shea McNease, P.E.

Title: President

Date Signed: _____

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

E-4

State of: Mississippi

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Marybeth Bergin

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: mbergin@hattiesburgms.com

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Shea McNease, PE

Title: President

Phone Number: 601-544-1821

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

This is **EXHIBIT A**, consisting of **14** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **1/2/2024**.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

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

A1.02 Preliminary Design Phase

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

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

A1.03 *Final Design Phase*

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

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

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

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

A1.04 Bidding or Negotiating Phase

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

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

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

A1.05 *Construction Phase*

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

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

Exhibit A – Engineer's Services

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

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

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

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

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

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

A1.06 *Post-Construction Phase*

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

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

PART 2 – ADDITIONAL SERVICES

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

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

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

Exhibit A – Engineer's Services

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

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

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

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

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

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 1/2/24.

Owner's Responsibilities

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

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

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

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

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

This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 1/2/24.

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

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

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

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

4. *Progress Payments:*

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

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

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

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

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

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

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

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$72,000.00** based upon part-time RPR services on an eight-hour workday, Monday through Friday, over a **120 day** construction schedule.

B. *Compensation for Reimbursable Expenses:*

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

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

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

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

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

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

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

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

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer as mutually agreed upon by both parties.
 2. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
 3. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2024) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.2.
 2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
 3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 2 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **1/2/24**.

Standard Hourly Rates Schedule - 2023

A. *Standard Hourly Rates:*

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

B. *Schedule:*

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

Senior Engineer	\$195/Hour
Professional Licensed Surveyor	\$195/Hour
Project Engineer	\$150/Hour
Junior Engineer	\$135/Hour
Engineering Intern	\$125/Hour
Graduate Engineer	\$115/Hour
Senior AutoCad Technician	\$115/Hour
AutoCad Technician	\$ 95/Hour
Senior Resident Project Representative	\$105/Hour
Resident Project Representative	\$ 95/Hour
Field Crew	\$195/Hour
Administrative	\$ 45/Hour

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 1/2/24.

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

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

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

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

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

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

11. *Records:*

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

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

12. *Reports:*

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

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

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

15. *Completion:*

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

D. Resident Project Representative shall not:

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

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 1/2/24.

Insurance

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

G6.05 Insurance

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

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

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

c. General Liability --

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

d. Excess or Umbrella Liability --

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

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

\$1,000,000

f. Professional Liability --

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

g. Other (specify): N/A

B. *Additional Insureds:*

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

**City of Hattiesburg - Civic Center Parking Garage
Attachment A**

0 50 100 200 300 400 Feet



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

Project # 1235-197
Date: 01/27/2023



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc: Ann Jones
Date: Tuesday, January 2, 2024
Re: Approve agreement between the City of Hattiesburg and Shows, Dearman & Waits for legal description modification of the Historic Conservation District and authorize the mayor to execute the same.
File Number: 2024-9
Minute Book #

Summary

Agreement for legal description modification for the Historic Conservation District.

Recommendation Statement

I recommend approval of this item.

Please place this on the January 2, 2024 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Engineering and Traffic
cc:
Date: Tuesday, January 2, 2024
Re: Acknowledge bids received April 13, 2023 for the Tatum Park Fields #16 & #18 Lighting Project and reject all bids received. Approve final plans and specifications and authorize re-advertisement for bids.
File Number: 2024-5
Minute Book #

Summary

Acknowledge bids received April 13, 2023 for the Tatum Park Fields #16 & #18 Lighting Project and reject all bids received. Approve final plans and specifications and authorize re-advertisement for bids.

Recommendation Statement

I recommend approval of this item.

Please place this on the January 2, 2024 City Council meeting for consideration.

TATUM PARK

FIELDS 16 & 18 LIGHTING

CITY OF HATTIESBURG

HATTIESBURG, MISSISSIPPI

FORREST COUNTY

MAYOR

TOBY BARKER

CHIEF ADMIN OFFICER

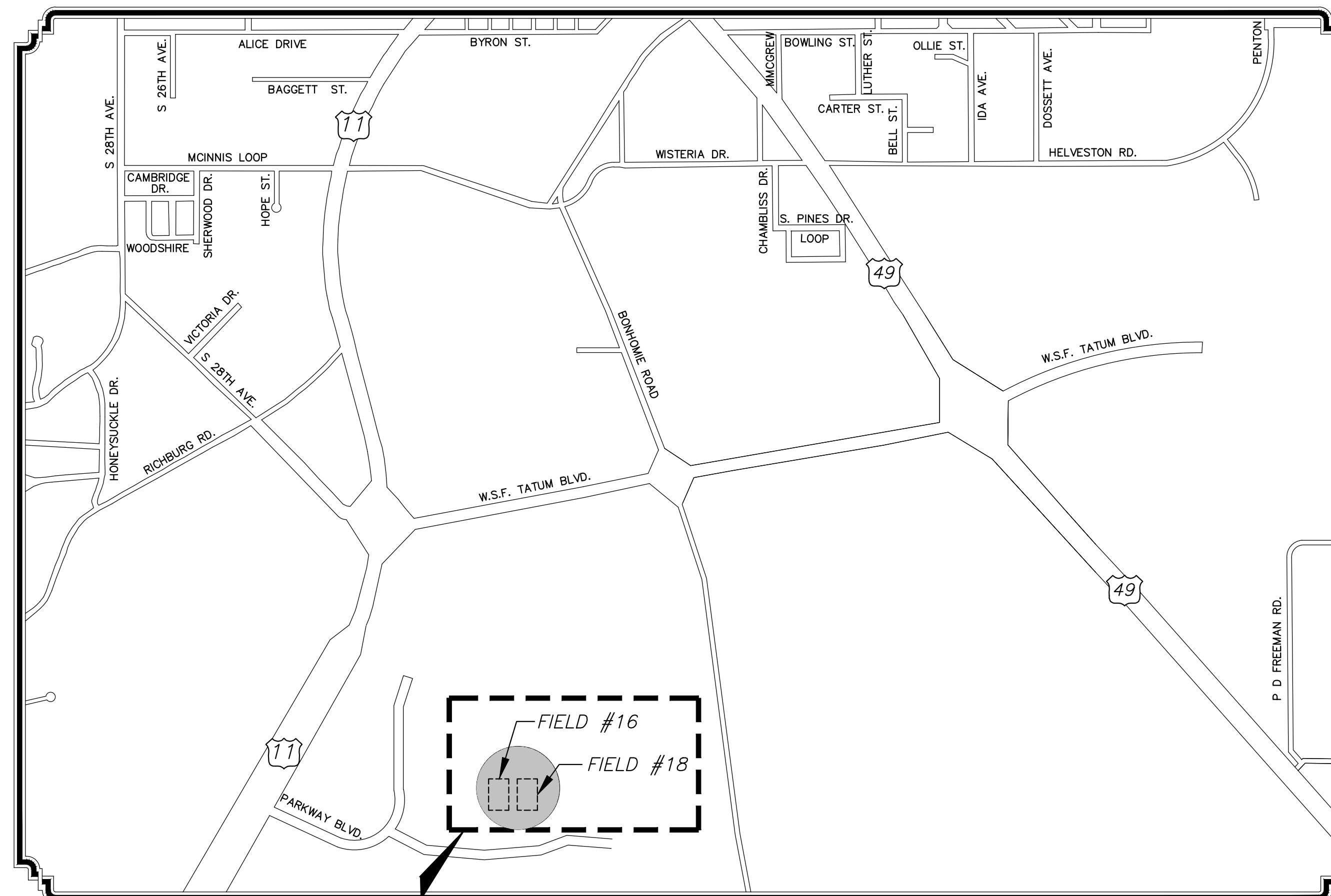
ANN JONES

COUNCIL MEMBERS

JEFFREY GEORGE	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
DAVE WARE	WARD 4
NICHOLAS BROWN	WARD 5

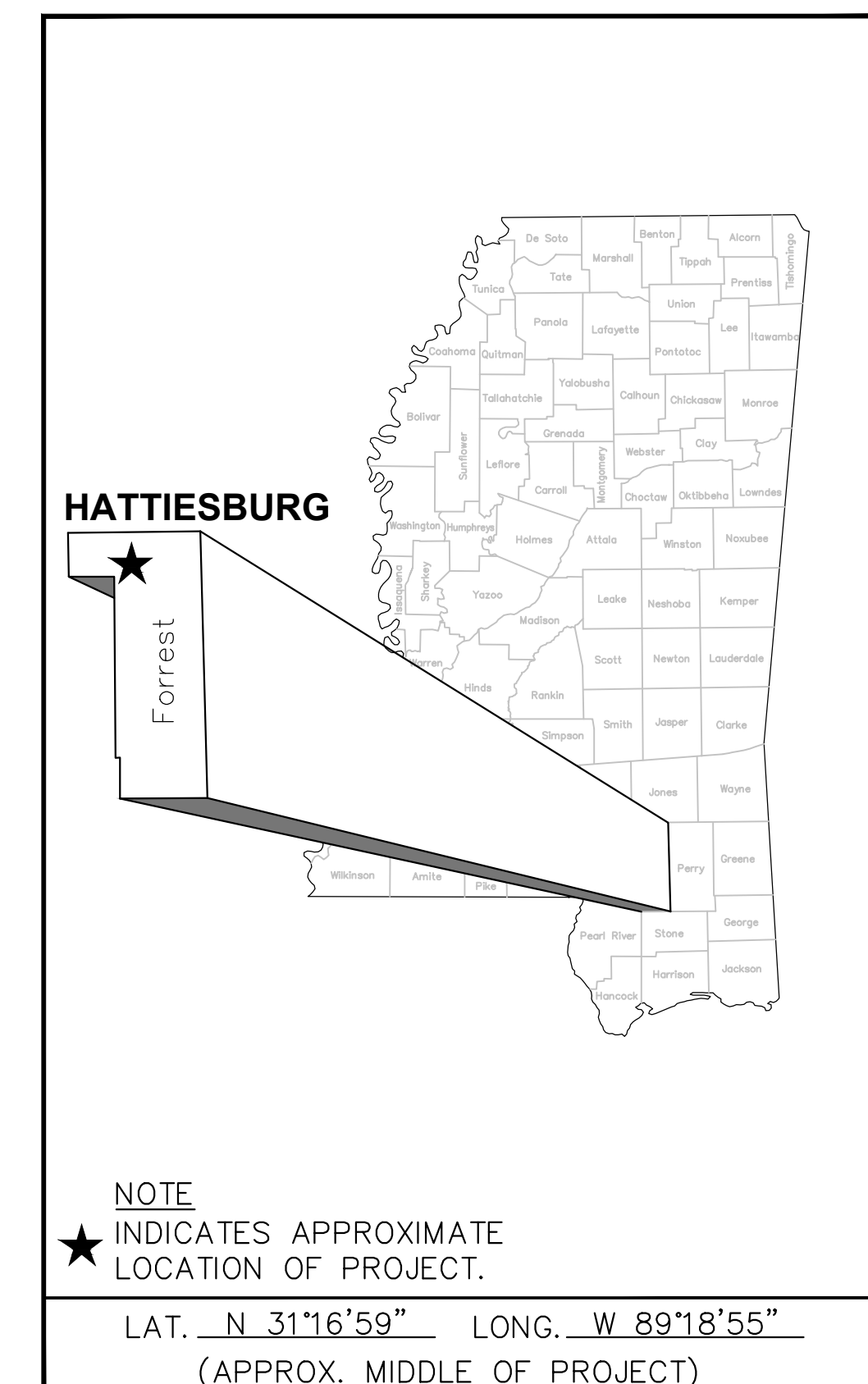
UTILITIES

TELEPAK DBA C SPIRE (FIBER)
 UNITI (FIBER)
 MISSISSIPPI POWER COMPANY (POWER)
 SPIRE MS INC (GAS)
 COMCAST CABLE (TV, TELEPHONE & FIBER)
 AT & T (TELEPHONE)
 CITY OF HATTIESBURG (WATER & SEWER)



PROJECT AREA

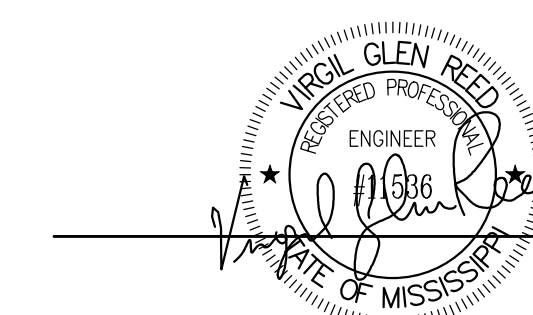
VICINITY MAP
PROJECT LOCATION



NS ACCOUNT NO. NS.17433.000

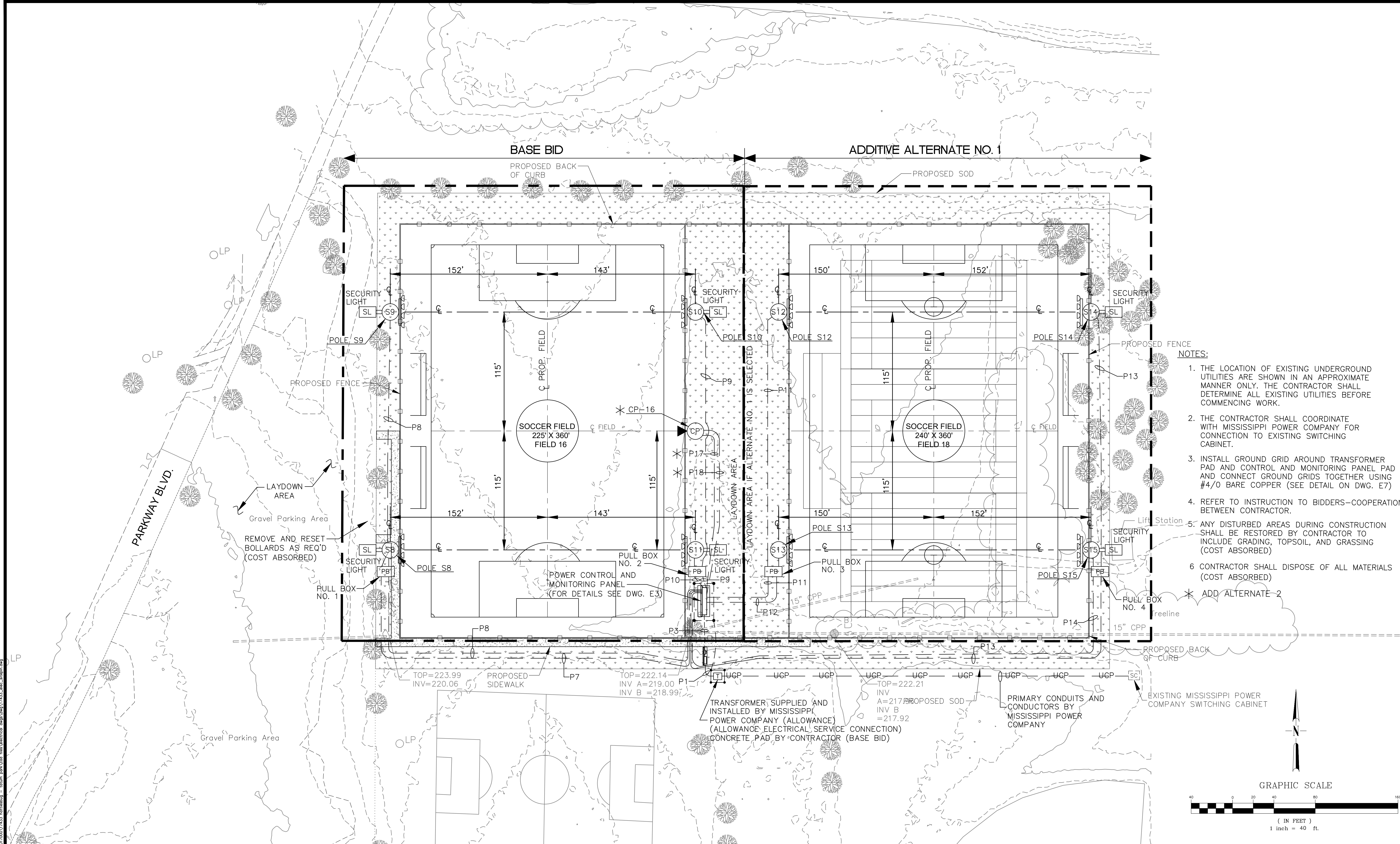
DECEMBER 2023

PREPARED BY :
NEEL-SCHAFER
 Solutions you can build upon



VIRGIL GLEN REED, P.E.
MISSISSIPPI LICENSE NO. 11536

12-21-23
DATE



- NOTES:**
1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE ALL EXISTING UTILITIES BEFORE COMMENCING WORK.
 2. THE CONTRACTOR SHALL COORDINATE WITH MISSISSIPPI POWER COMPANY FOR CONNECTION TO EXISTING SWITCHING CABINET.
 3. INSTALL GROUND GRID AROUND TRANSFORMER PAD AND CONTROL AND MONITORING PANEL PAD AND CONNECT GROUND GRIDS TOGETHER USING #4/0 BARE COPPER (SEE DETAIL ON DWG. E7)
 4. REFER TO INSTRUCTION TO BIDDERS-COOPERATION BETWEEN CONTRACTOR.
 5. ANY DISTURBED AREAS DURING CONSTRUCTION SHALL BE RESTORED BY CONTRACTOR TO INCLUDE GRADING, TOPSOIL, AND GRASSING (COST ABSORBED)
 6. CONTRACTOR SHALL DISPOSE OF ALL MATERIALS (COST ABSORBED)
- * ADD ALTERNATE-2

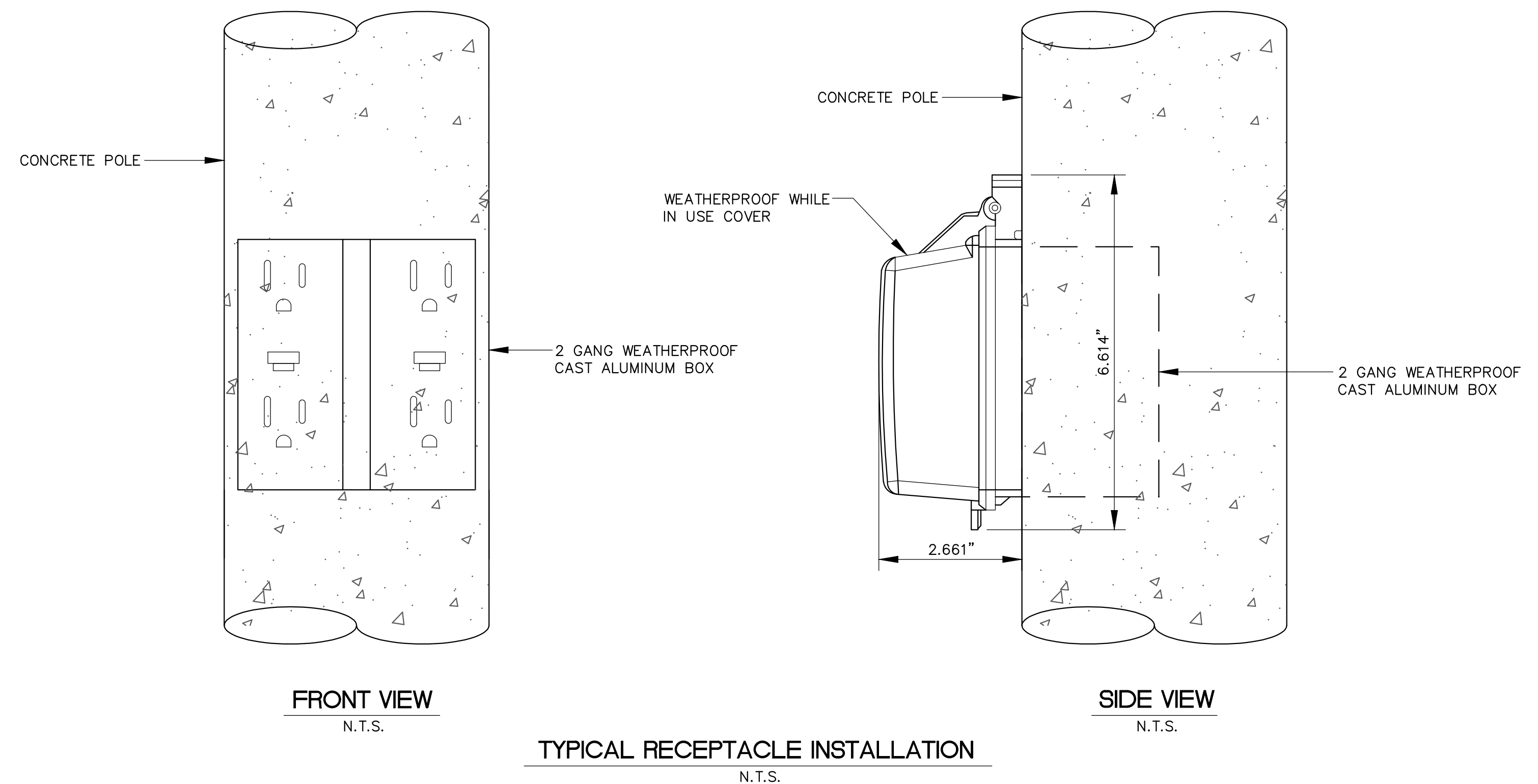
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.				<table border="1"><thead><tr><th colspan="3">REVISIONS</th></tr><tr><th>NO.</th><th>DATE</th><th>DESCRIPTION</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table>				REVISIONS			NO.	DATE	DESCRIPTION																			<table border="1"><thead><tr><th colspan="3">DRAWING INFORMATION</th></tr><tr><td colspan="3">N-S PROJECT NO.: 17433</td></tr><tr><td colspan="3">FILENAME: 17433_Elec_Siteplan.dwg</td></tr><tr><td colspan="3">SCALE: N.T.S.</td></tr><tr><td colspan="3">SURVEYED BY:</td></tr><tr><td>DSGN: VGR</td><td>DATE: 12/2023</td><td> </td></tr><tr><td>DRWN: JEM</td><td>DATE: 12/2023</td><td> </td></tr><tr><td>CHKD: GPC</td><td>DATE: 12/2023</td><td> </td></tr><tr><td>QA/QC:</td><td>DATE:</td><td> </td></tr></thead></table>				DRAWING INFORMATION			N-S PROJECT NO.: 17433			FILENAME: 17433_Elec_Siteplan.dwg			SCALE: N.T.S.			SURVEYED BY:			DSGN: VGR	DATE: 12/2023		DRWN: JEM	DATE: 12/2023		CHKD: GPC	DATE: 12/2023		QA/QC:	DATE:		TATUM PARK FIELDS 16 & 18 LIGHTING CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY								ELECTRICAL SITE PLAN <table border="1"><tr><td>WORKING NUMBER: ESP-1</td><td>DRAWING NUMBER: E1</td></tr></table>		WORKING NUMBER: ESP-1	DRAWING NUMBER: E1
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PANEL HV SCHEDULE												
CIRCUIT NUMBER	WIRE SIZE	BREAKER SIZE	DESCRIPTION OF LOAD	LOAD KVA	KVA PER PHASE			LOAD KVA	DESCRIPTION OF LOAD	BREAKER SIZE	WIRE SIZE	CIRCUIT NUMBER
					A	B	C					
1	#6	30A/3P	POLE S8	4.20	8.40			4.20	POLE S9	30A/3P	#2	2
3	#6	—		4.20		8.40		4.20		—	#2	4
5	#6	—		4.20			8.40	4.20		—	#2	6
7	#6	30A/3P	POLE S10	5.10	10.20			5.10	POLE S11	30A/3P	#8	8
9	#6	—		5.10		10.20		5.10		—	#8	10
11	#6	—		5.10			10.20	5.10		—	#8	12
13	#6	30A/3P	POLE S12	5.10	10.20			5.10	POLE S13	30A/3P	#6	14
15	#6	—		5.10		10.20		5.10		—	#6	16
17	#6	—		5.10			10.20	5.10		—	#6	18
19	#2	30A/3P	POLE S14	4.20	8.40			4.20	POLE S15	30A/3P	#8	20
21	#2	—		4.20		8.40		4.20		—	#8	22
23	#2	—		4.20			8.40	4.20		—	#8	24
25	#10	20A/3P	TRANSFORMER	3.00	3.00			—	SPD	60A/3P	#6	26
27	#10	—		3.00		3.00		—		—	#6	28
29	#10	—		3.00			3.00	—		—	#6	30
31	#10	20A/1P	S8 SECURITY	0.10	0.10				SPARE	20A/1P		32
33	#10	20A/1P	S9 SECURITY	0.10		0.10			SPARE	20A/1P		34
35	#10	20A/1P	S10 SECURITY	0.10			0.20	0.10	S14 SECURITY	20A/1P	#10	36
37	#10	20A/1P	S11 SECURITY	0.10	0.20			0.10	S15 SECURITY	20A/1P	#10	38
39	#10	20A/1P	S8 RGB	0.50		1.00		0.50	S12 RGD	20A/1P	#10	40
41	#10	20A/1P	S9 RGB	0.50			1.00	0.50	S13 RGD	20A/1P	#10	42
43	#10	20A/1P	S10 RGB	0.50	1.00			0.50	S14 RGD	20A/1P	#10	44
45	#10	20A/1P	S11 RGB	0.50		1.00		0.50	S15 RGD	20A/1P	#10	46
47												48
49												50
51												52
53												54
POWER PANEL HV LOCATED ON STRUCTURE			TOTAL KVA	41.50	42.10	41.40	SERVICE CHARACTERISTICS: 277/480 V — 3 PHASE — 4 WIRE — 60 Hz. 200 AMP. MAIN BREAKER WITH 200 AMP. BUS PROVIDE PROVIDE GROUND BUS NEMA 3R CABINET					
			GRAND CONNECTED TOTAL KVA	125.00								

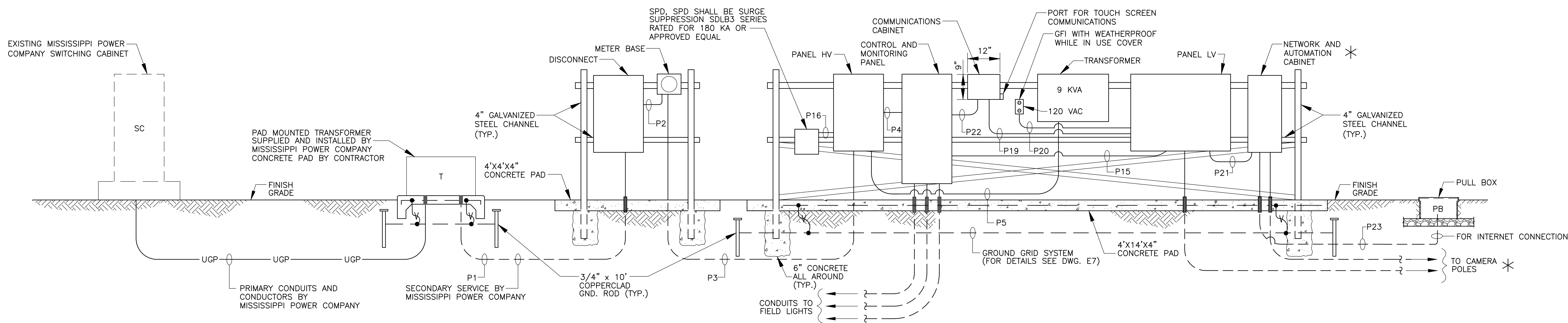
CONDUIT AND WIRING SCHEDULE				
CONDUIT	FROM	TO	CONDUIT AND WIRE	USE
P1	TRANSFORMER	DISCONNECT	BY MISSISSIPPI POWER COMPANY	POWER
P2	DISCONNECT	METER BASE	2" W/4#3/0 KCMIL, 1#2 GRD	POWER
P3	METER BASE	PANEL HV	2" W/4#3/0 KCMIL, 1#2 GRD	POWER
P4	PANEL HV	CONTROL AND MONITORING PANEL	4" W/24#6, 16#8, 1#8 GRD	POWER
P5	PANEL HV	TRANSFORMER	1" W/3#10, 1#10 GRD	POWER
P6	TRANSFORMER	PANEL LV	1-1/2" W/4#2, 1#6 GRD	POWER
P7	CONTROL AND MONITORING PANEL	POLE S8	1-1/2" W/3#6, 2#8, 4#10, 1#8 GRD	POWER
P8	CONTROL AND MONITORING PANEL	POLE S9	1-1/2" W/3#2, 2#8, 4#10, 1#8 GRD	POWER
P9	CONTROL AND MONITORING PANEL	POLE S10	1-1/2" W/3#6, 2#8, 4#10, 1#8 GRD	POWER
P10	CONTROL AND MONITORING PANEL	POLE S11	1-1/2" W/3#8, 2#8, 4#10, 1#8 GRD	POWER
P11	CONTROL AND MONITORING PANEL	POLE S12	1-1/2" W/3#6, 2#8, 4#10, 1#8 GRD	POWER
P12	CONTROL AND MONITORING PANEL	POLE S13	1-1/2" W/3#8, 2#8, 4#10, 1#8 GRD	POWER
P13	CONTROL AND MONITORING PANEL	POLE S14	1-1/2" W/3#2, 2#8, 4#10, 1#8 GRD	POWER
P14	CONTROL AND MONITORING PANEL	POLE S15	1-1/2" W/3#6, 2#8, 4#10, 1#8 GRD	POWER
P15	PANEL LV	CONTROL AND MONITORING PANEL	2" W/2#12, 30#8, 10#10, 1#10 GRD	POWER
P16	PANEL HV	SPD	1" W/4#6, 1#6 GRD	POWER
P17	PANEL LV	CAMERA POLE CP-16	1" W/2#10, 1#10 GRD	POWER
P18	NETWORK PANEL	CAMERA POLE CP-16	1" W/1-CAT 5 CABLE	SIGNAL
P19	PANEL LV	COMMUNICATIONS CABINET	1" W/2#12, 1#12 GRD	POWER
P20	PANEL LV	RECEPTACLE	1/2" W/2#12, 1#12 GRD	SIGNAL
P21	PANEL LV	NETWORK AND AUTOMATION PANEL	1" W/2#12, 1#12 GRD	POWER
P22	COMMUNICATIONS CABINET	CONTROL AND MONITORING PANEL	1" W/1-CAT 5 CABLE	SIGNAL
P23	NETWORK AND AUTOMATION CABINET	PULL BOX	2" W/PULLSTRING	SIGNAL

PANEL LV SCHEDULE												
CIRCUIT NUMBER	WIRE SIZE	BREAKER SIZE	DESCRIPTION OF LOAD	LOAD KVA	KVA PER PHASE			LOAD KVA	DESCRIPTION OF LOAD	BREAKER SIZE	WIRE SIZE	CIRCUIT NUMBER
					A	B	C					
1	#12	20A/1P	LIGHTING CONTROL	0.50	0.80			0.30	RECEPT POLE S8	20A/1P	#8	2
3	#8	20A/1P	RECEPT POLE S9	0.30		0.60		0.30	RECEPT POLE S10	20A/1P	#8	4
5	#8	20A/1P	RECEPT POLE S11	0.30			0.60	0.30	RECEPT POLE S12	20A/1P	#8	6
7	#8	20A/1P	RECEPT POLE S13	0.30	0.60			0.30	RECEPT POLE S14	20A/1P	#8	8
9	#8	20A/1P	RECEPT POLE S15	0.30		0.50		0.20	COMMUNICATIONS CABINET	20A/1P	#12	10
11	#10	20A/1P	CAMERA POLE CP-16	0.20			0.20					12
13	#10	20A/1P	RECEPTACLE	0.20	0.20							14
15												16
17												18
19												20
21												22
23												24
25												26
27												28
29												30
POWER PANEL LV LOCATED ON STRUCTURE			TOTAL KVA	1.60	1.10	0.80	SERVICE CHARACTERISTICS: 120/208 V - 3 PHASE - 4 WIRE - 60 Hz. 100 AMP. MAIN BREAKER WITH 100 AMP. BUS PROVIDE PROVIDE GROUND BUS NEMA 3R CABINET					
			GRAND CONNECTED TOTAL KVA	3.50								



* ADD ALTERNATE 2

NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17433	
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					SCALE: N.T.S.	
					SURVEYED BY:	
					DSGN: VGR DATE: 12/2023	
					DRWN: JEM DATE: 12/2023	
					CHKD: GPC DATE: 12/2023	
					QA/QC: DATE:	
					TATUM PARK FIELDS 16 & 18 LIGHTING CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY	
						
						
					ELECTRICAL DETAILS I	
					WORKING NUMBER: ED-1	DRAWING NUMBER: E2



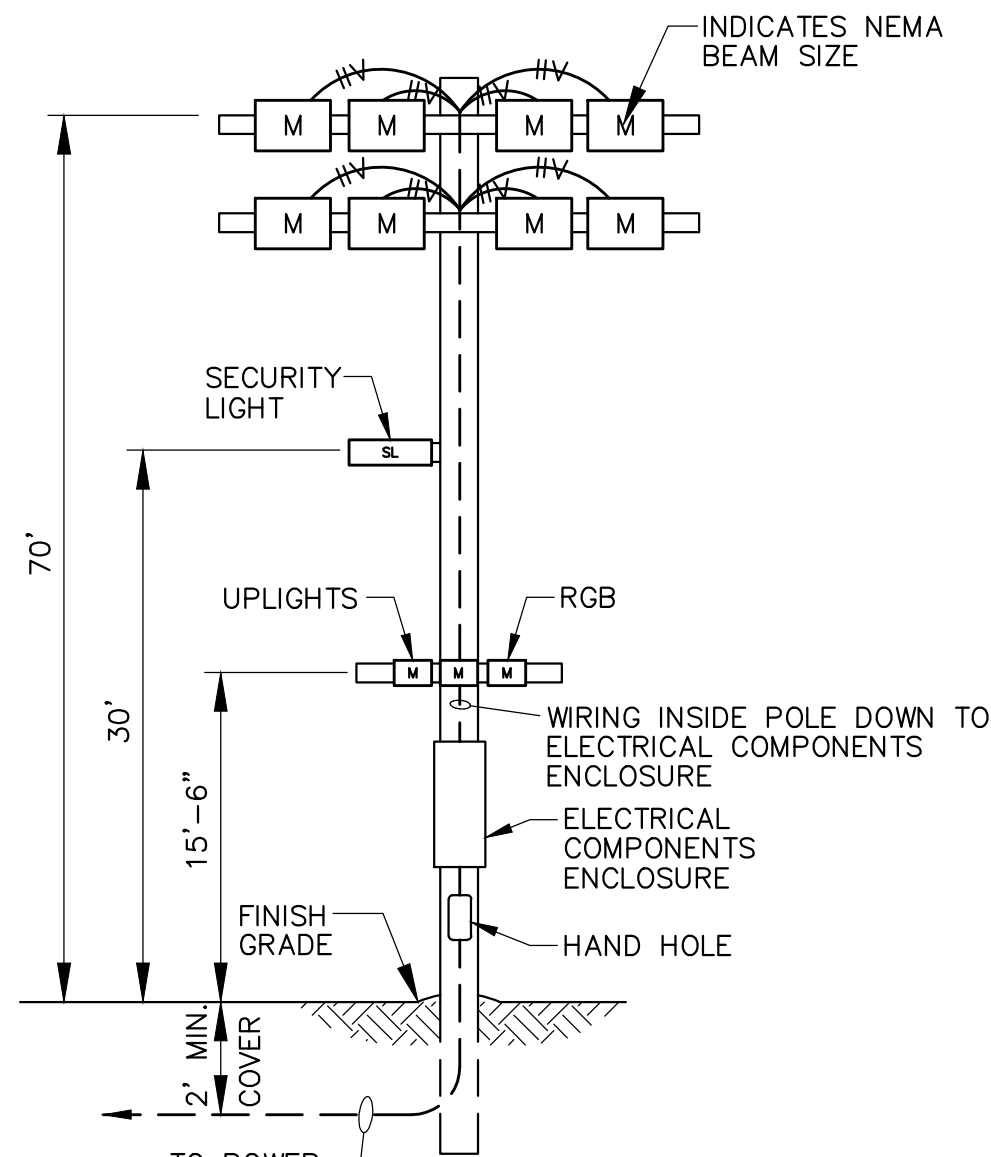
ONE LINE DIAGRAM
N.T.S.

NOTE:
CONTRACTOR SHALL COORDINATE AND PAY COST ASSOCIATED W/ELECTRICAL SERVICE CONNECTION. PAID FOR UNDER PAY ITEM FOR ALLOWANCE - ELECTRICAL SERVICE CONNECTION

* ADD ALTERNATE 2

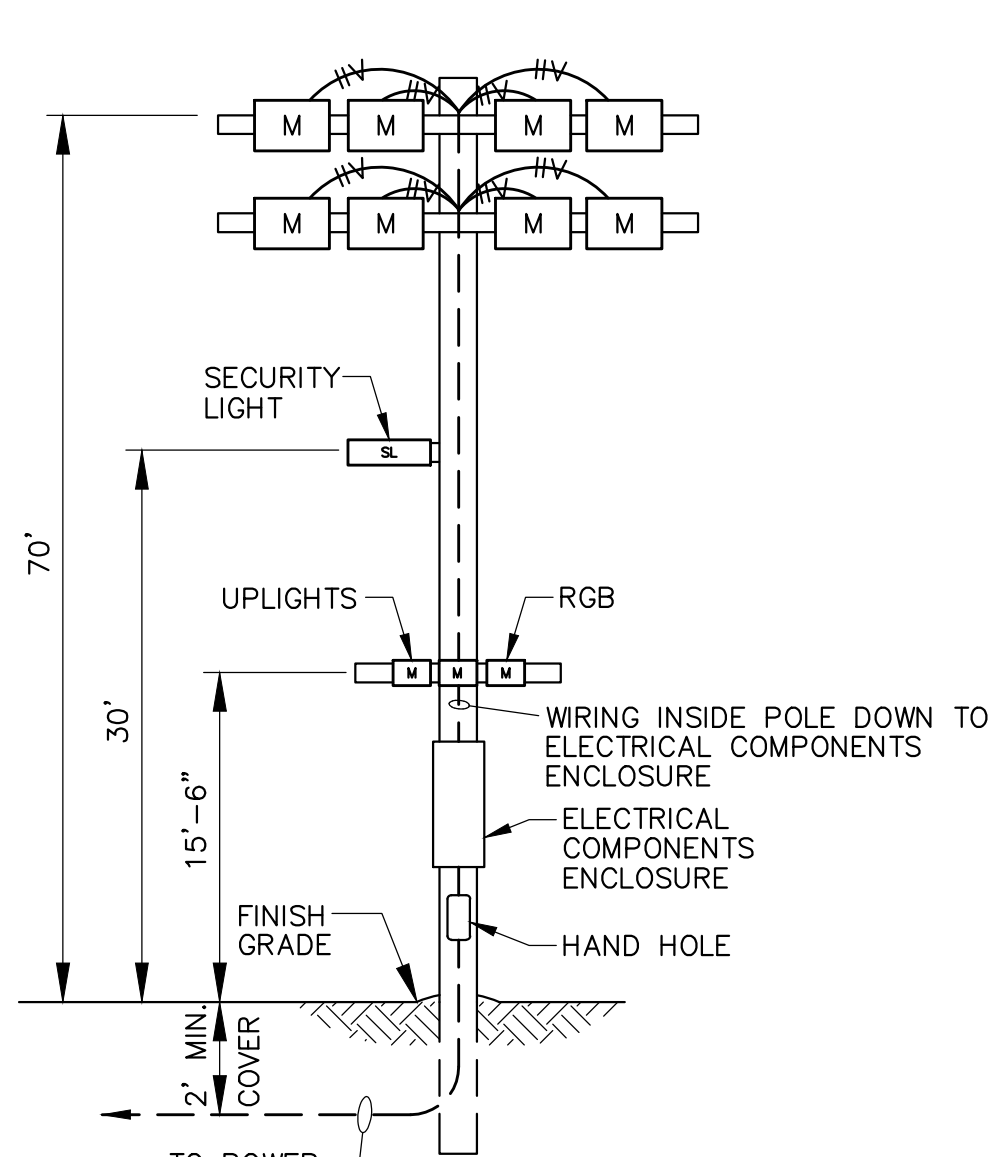
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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17433				WORKING NUMBER: ED-2	DRAWING NUMBER: E3
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					SCALE: N.T.S.					
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					DRWN: JEM	DATE: 12/2023				
					CHKD: GPC	DATE: 12/2023				
					QA/QC:	DATE:				



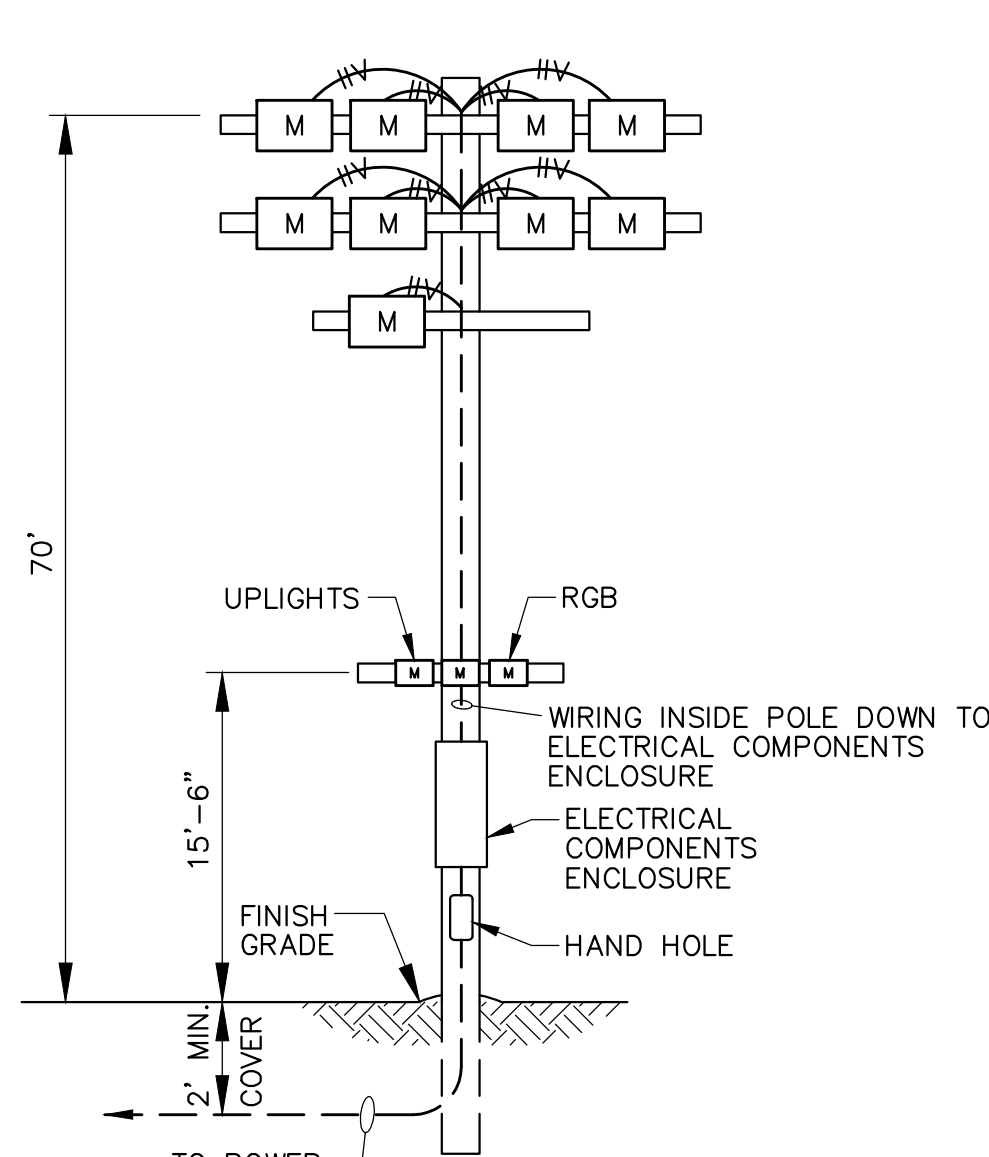
POLE S8

MOUNTING HEIGHT 70'
2-575W UPLIGHTS
8-1500W FIELD LIGHTS
1-101W SECURITY
1-430W RED GREEN BLUE ACCENT (RGB)



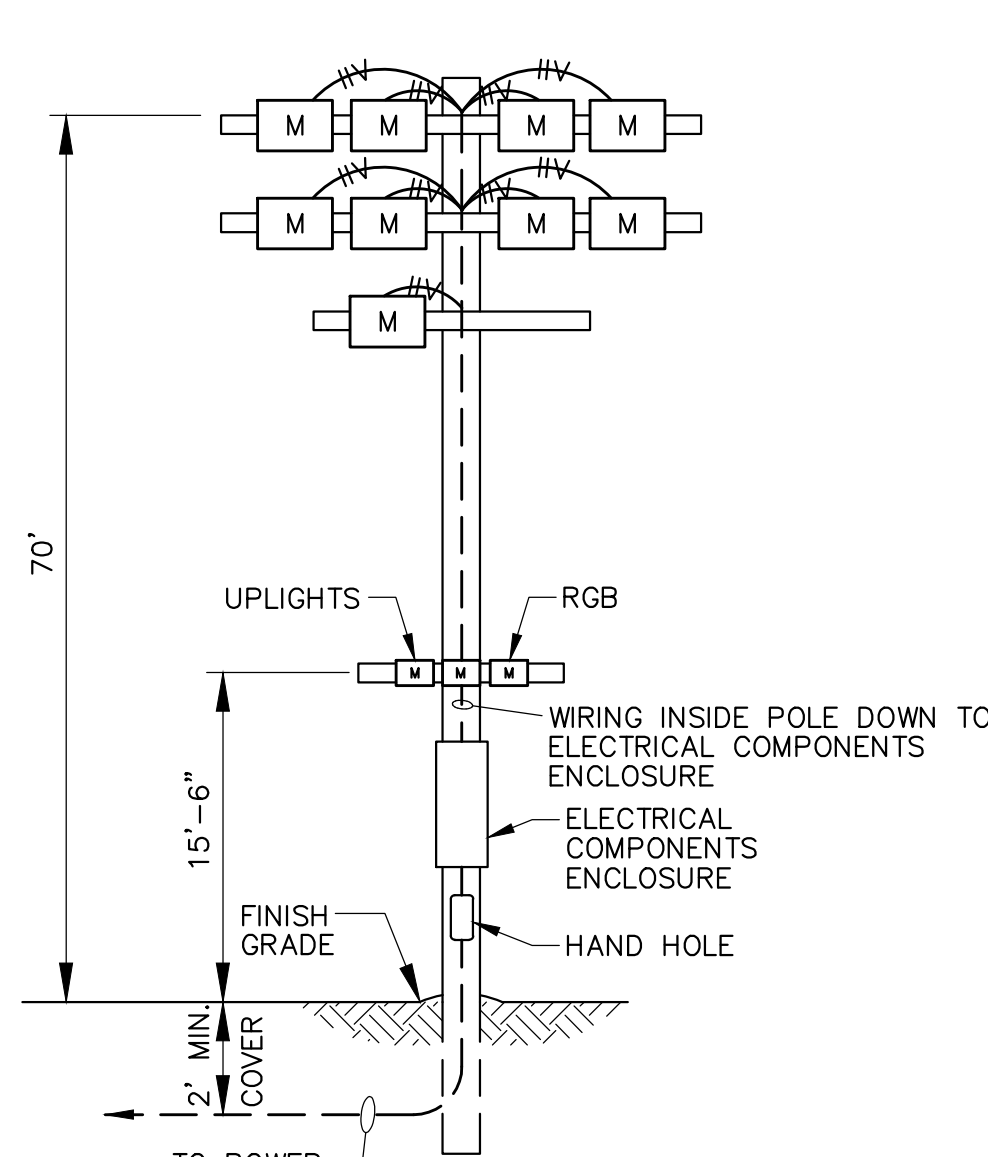
POLE S9

MOUNTING HEIGHT 70'
2-575W UPLIGHTS
8-1500W FIELD LIGHTS
1-101W SECURITY
1-430W RED GREEN BLUE ACCENT (RGB)



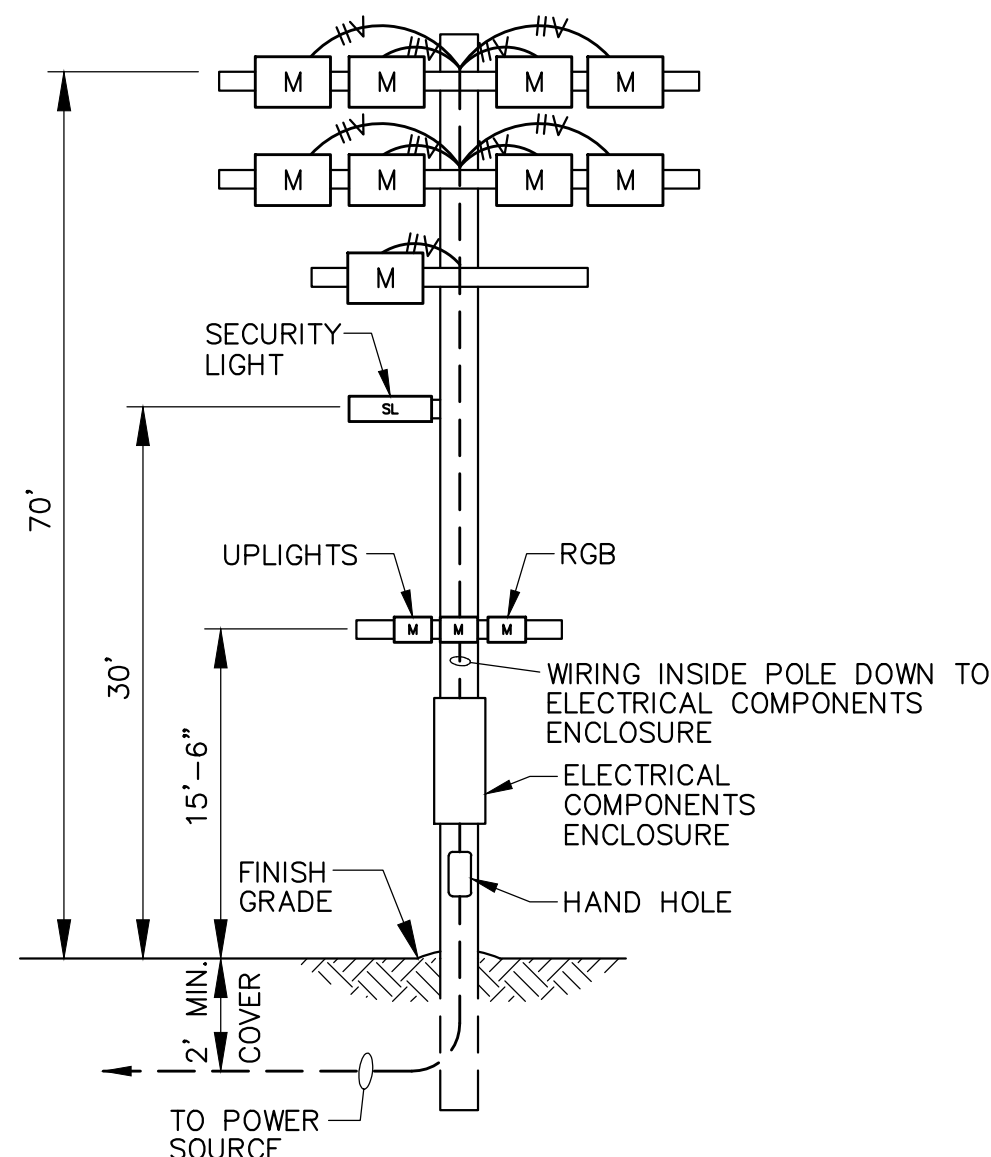
POLE S12

MOUNTING HEIGHT 70'
2-575W UPLIGHTS
9-1500W FIELD LIGHTS
1-430W RED GREEN BLUE ACCENT (RGB)



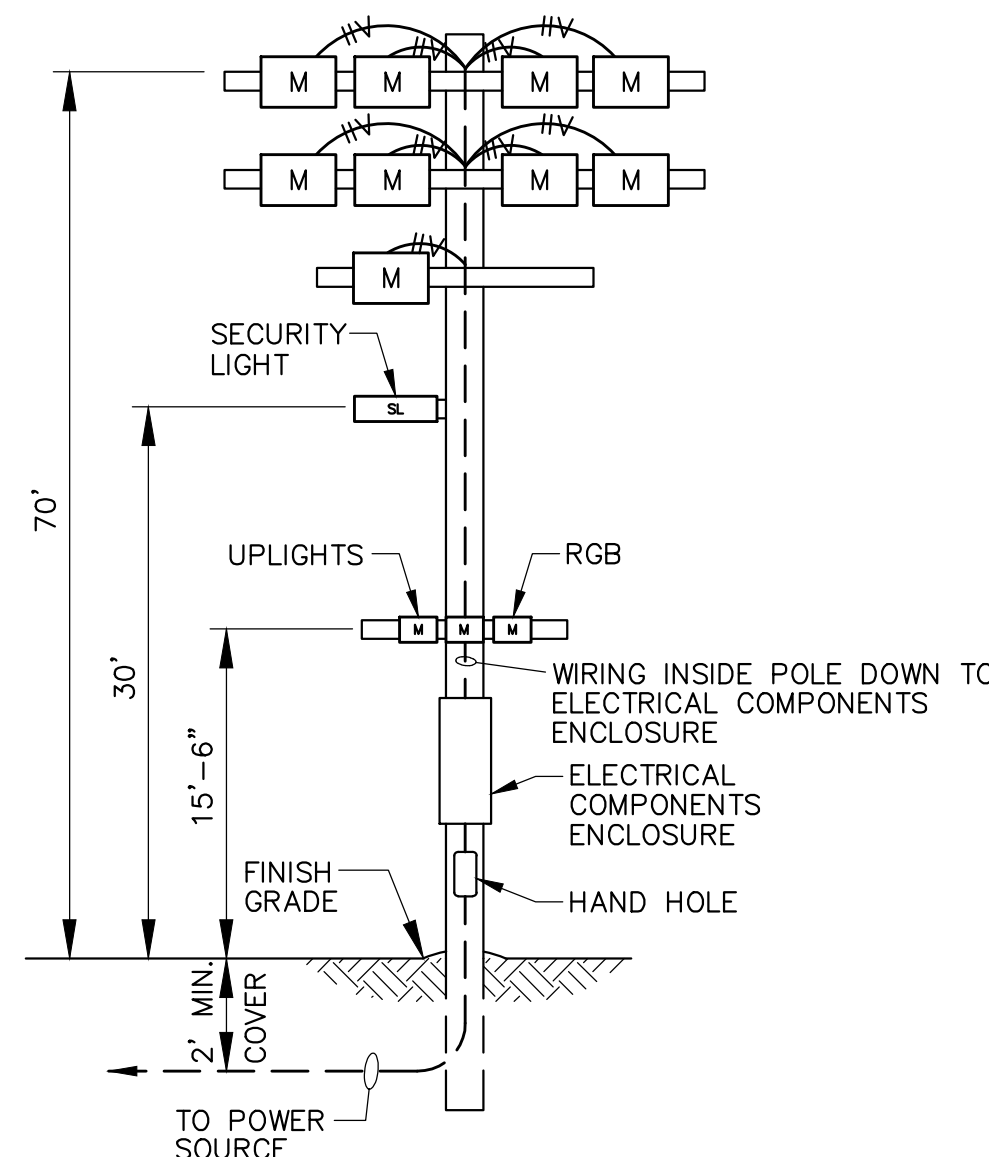
POLE S13

MOUNTING HEIGHT 70'
2-575W UPLIGHTS
9-1500W FIELD LIGHTS
1-430W RED GREEN BLUE ACCENT (RGB)



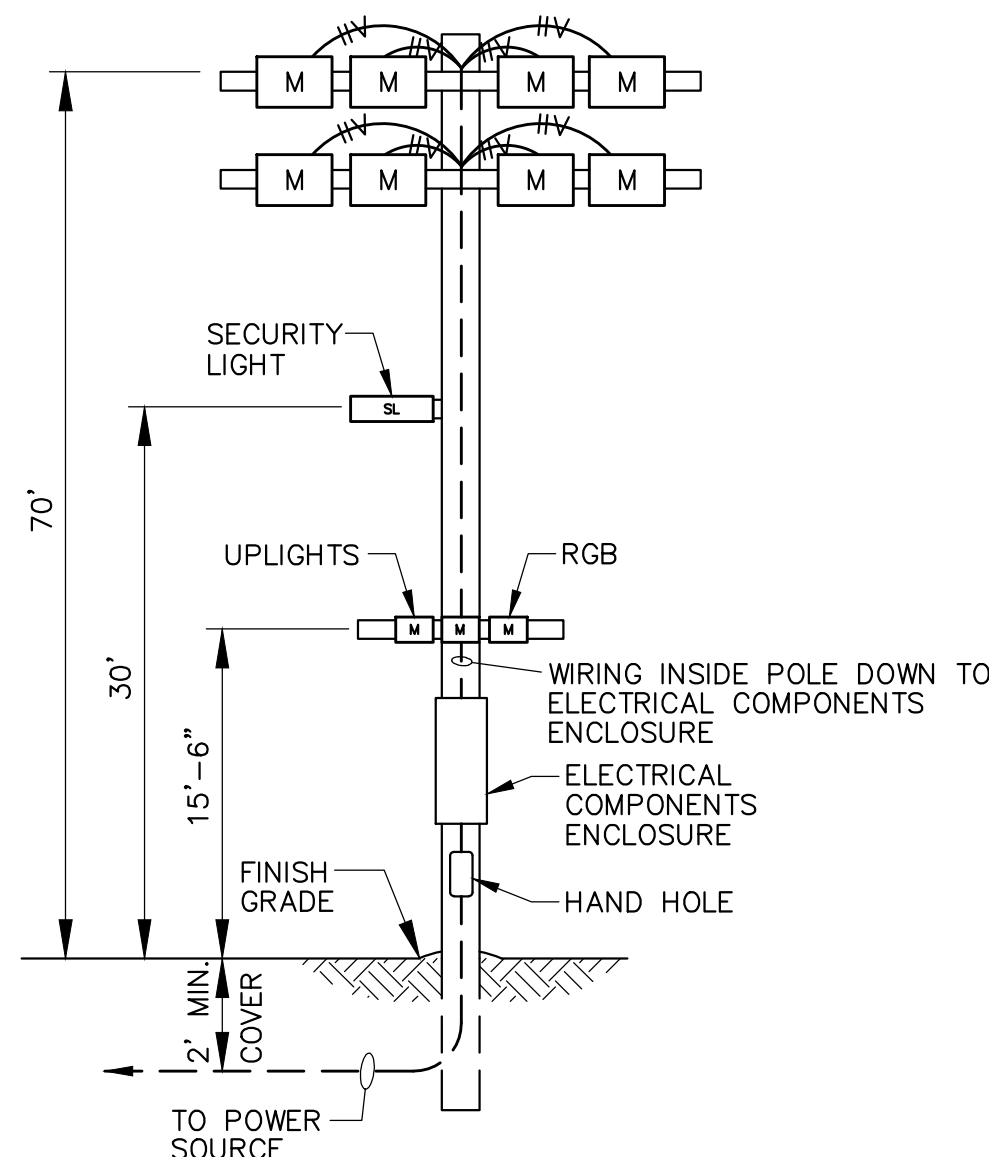
POLE S10

MOUNTING HEIGHT 70'
2-575W UPLIGHTS
9-1500W FIELD LIGHTS
1-101W SECURITY
1-430W RED GREEN BLUE ACCENT (RGB)



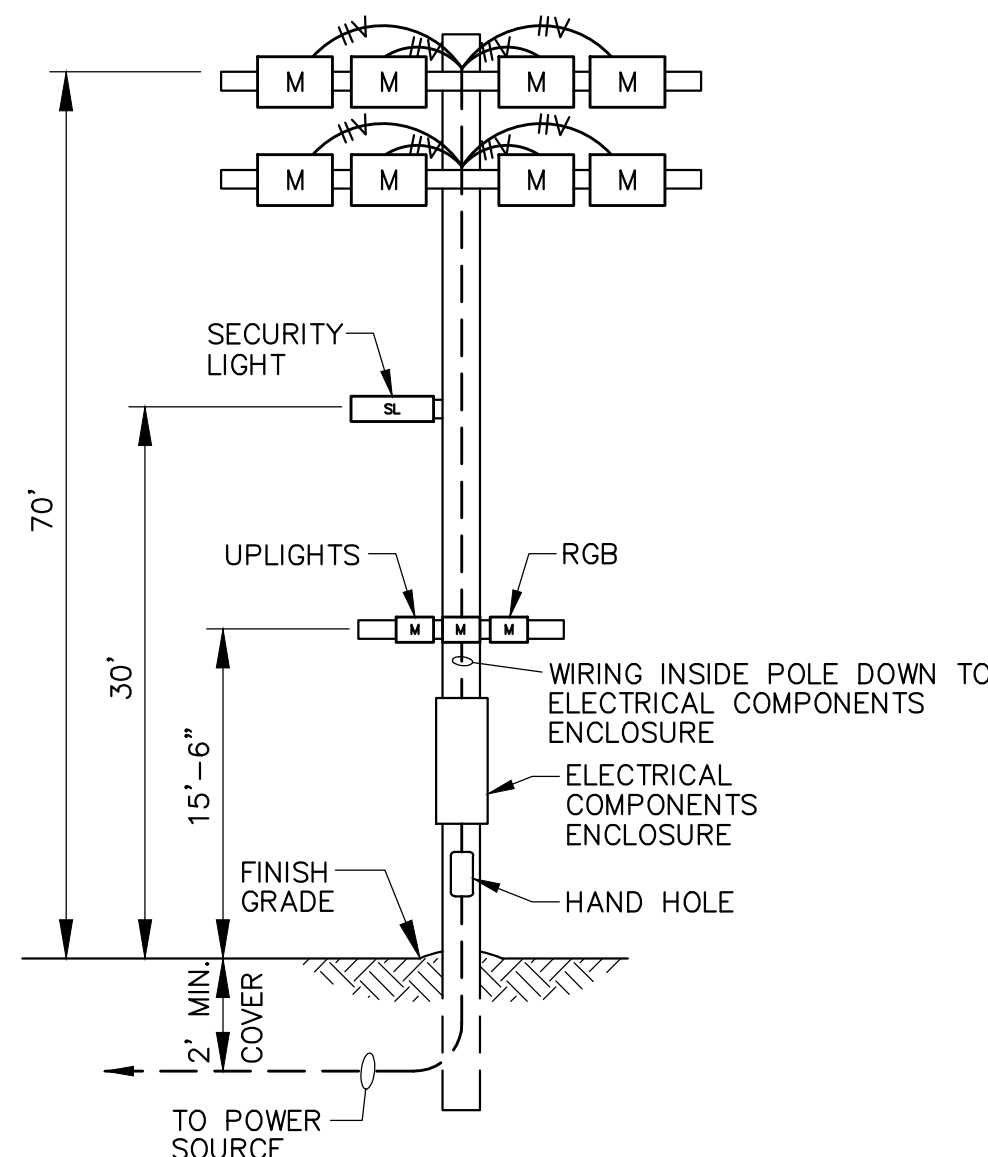
POLE S11

MOUNTING HEIGHT 70'
2-575W UPLIGHTS
9-1500W FIELD LIGHTS
1-101W SECURITY
1-430W RED GREEN BLUE ACCENT (RGB)



POLE S14

MOUNTING HEIGHT 70'
2-575W UPLIGHTS
8-1500W FIELD LIGHTS
1-101W SECURITY
1-430W RED GREEN BLUE ACCENT (RGB)



POLE S15

MOUNTING HEIGHT 70'
2-575W UPLIGHTS
8-1500W FIELD LIGHTS
1-101W SECURITY
1-430W RED GREEN BLUE ACCENT (RGB)

Soccer Field 16
N.T.S.

NOTES:

- LETTER IN FIXTURE ON POLE INDICATES NEMA BEAM SIZE
M - MEDIUM
- RECEPTACLE ENCLOSURE SHALL BE INSTALLED ON EACH POLE 24" ABOVE GRADE.

Soccer Field 18
N.T.S.

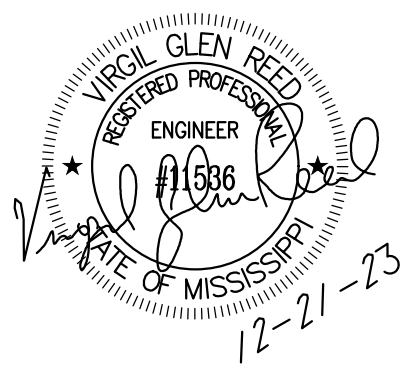
NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION	
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			SCALE: N.T.S.	
			SURVEYED BY:	
			DSGN: VGR	DATE: 12/2023
			DRWN: JEM	DATE: 12/2023
			CHKD: GPC	DATE: 12/2023
			QA/QC:	DATE:

TATUM PARK
FIELDS 16 & 18 LIGHTING

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

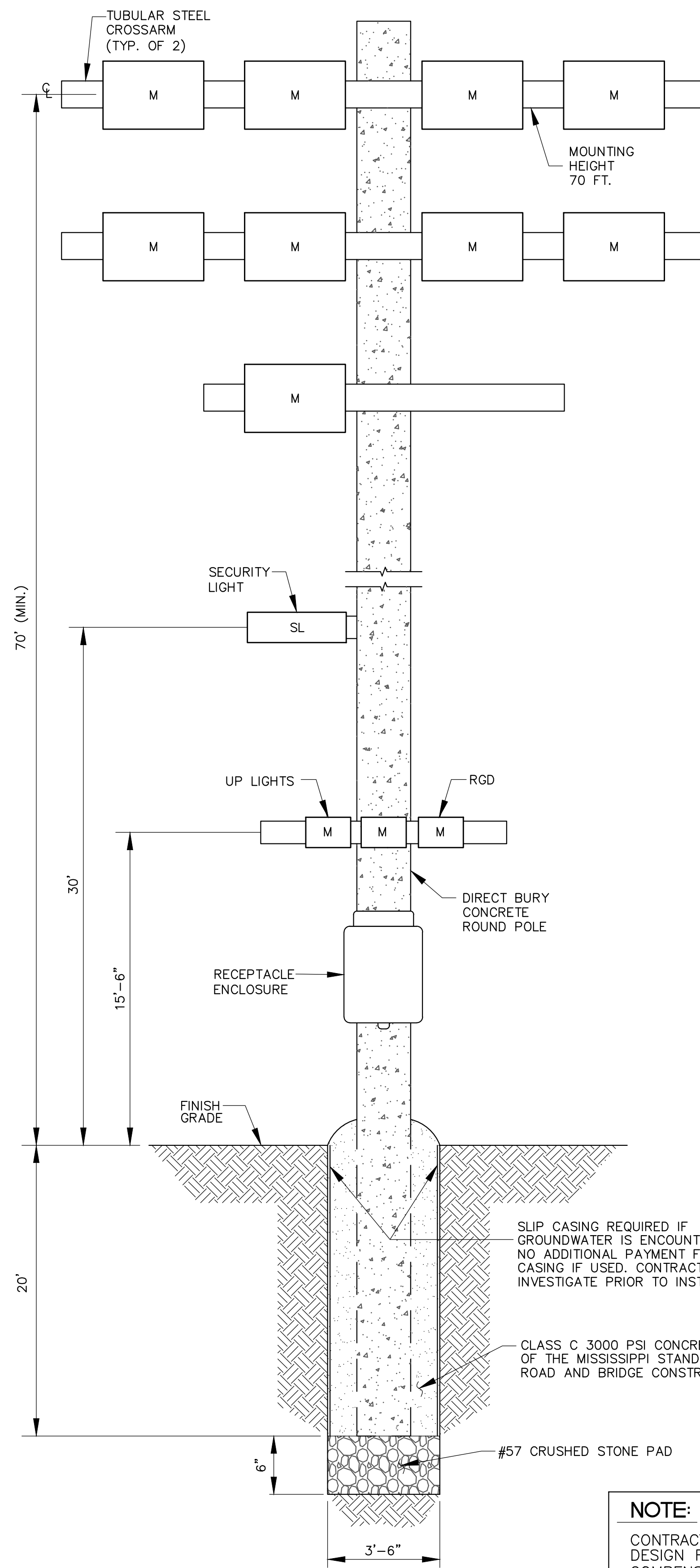


NEEL-SCHAFFER
Solutions you can build upon

ELECTRICAL DETAILS III

WORKING NUMBER:
ED-3

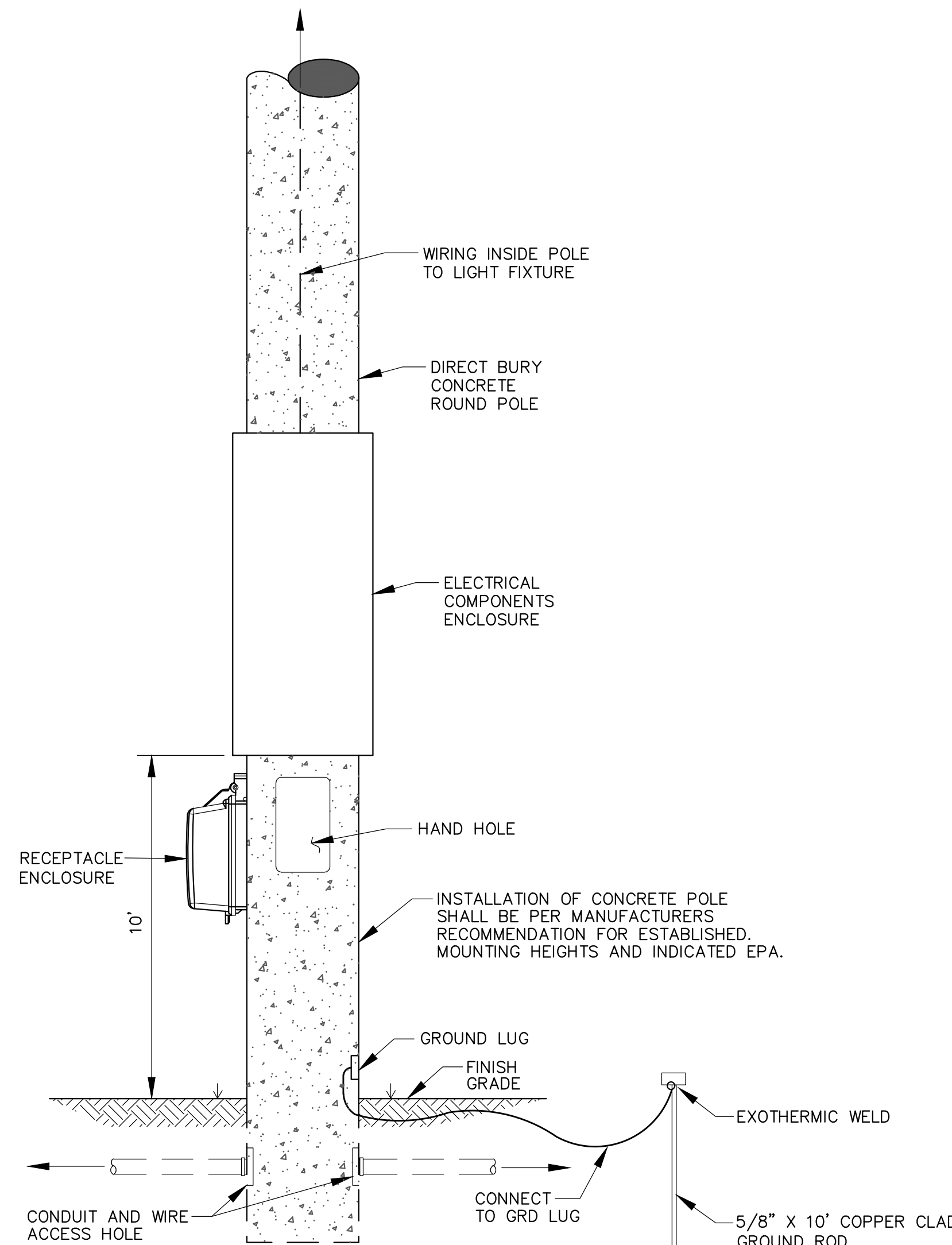
DRAWING NUMBER:
E4



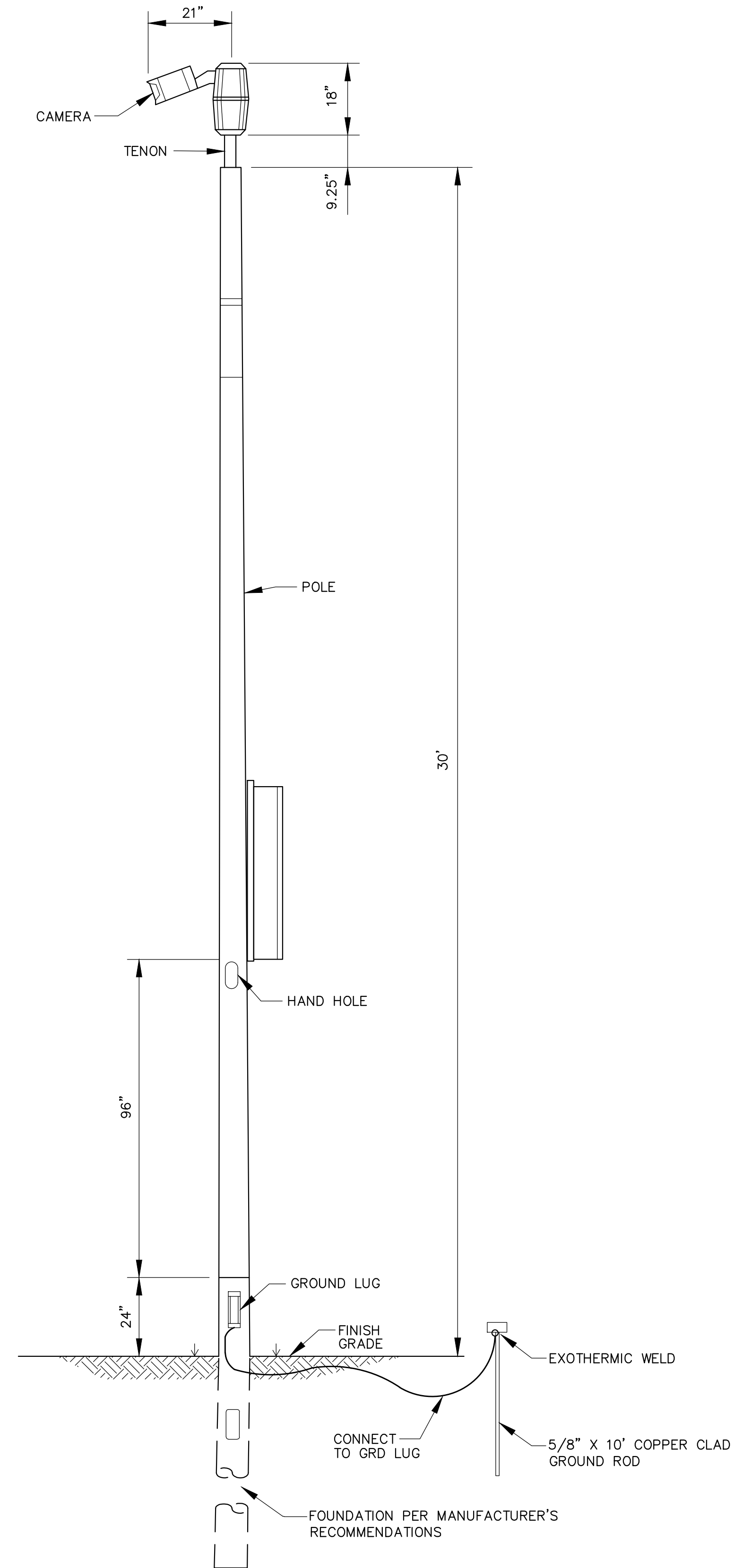
TYPICAL POLE FOUNDATION DETAIL
N.T.S.

NOTE:

CONTRACTOR MAY SUBMIT ALTERNATE FOUNDATION DESIGN FOR ENGINEER'S REVIEW. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR ALTERNATE DESIGN



CONCRETE POLE INSTALLATION
DETAIL
N.T.S.



CAMERA POLE DETAIL
N.T.S.

* ADD ALTERNATE 2

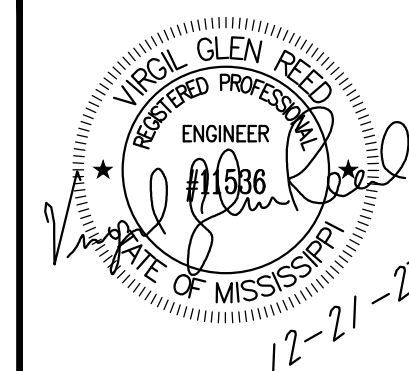
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REVISIONS				DRAWING INFORMATION	
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				DRWN: JEM	DATE: 12/2023
				CHKD: GPC	DATE: 12/2023
				QA/QC:	DATE:

TATUM PARK
FIELDS 16 & 18 LIGHTING

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

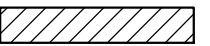
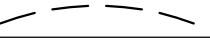
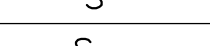
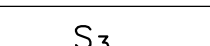
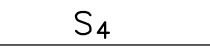
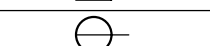
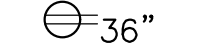
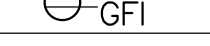
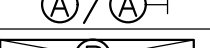
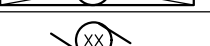
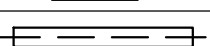
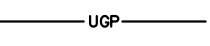
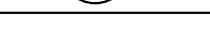


ELECTRICAL DETAILS IV

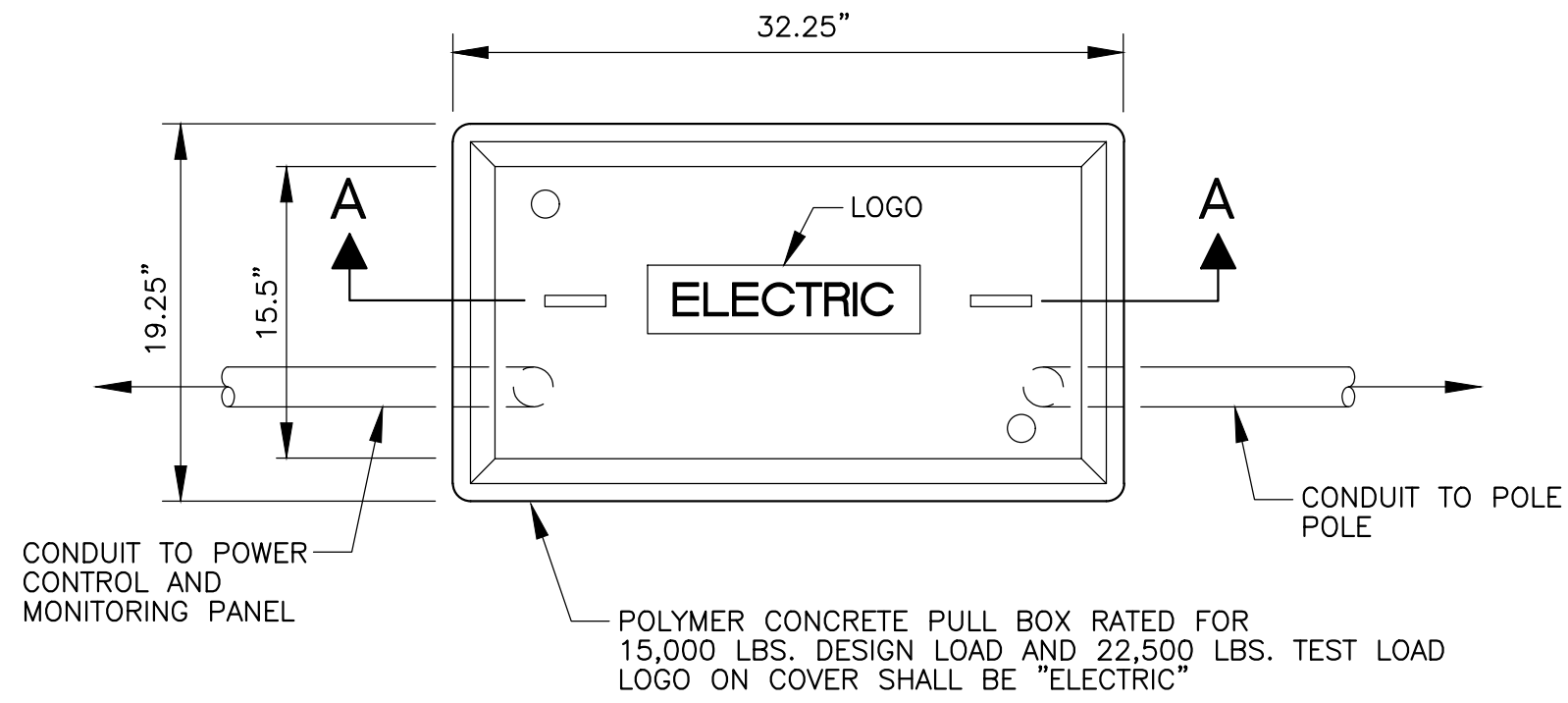
WORKING NUMBER:
ED-4

DRAWING NUMBER:
E5

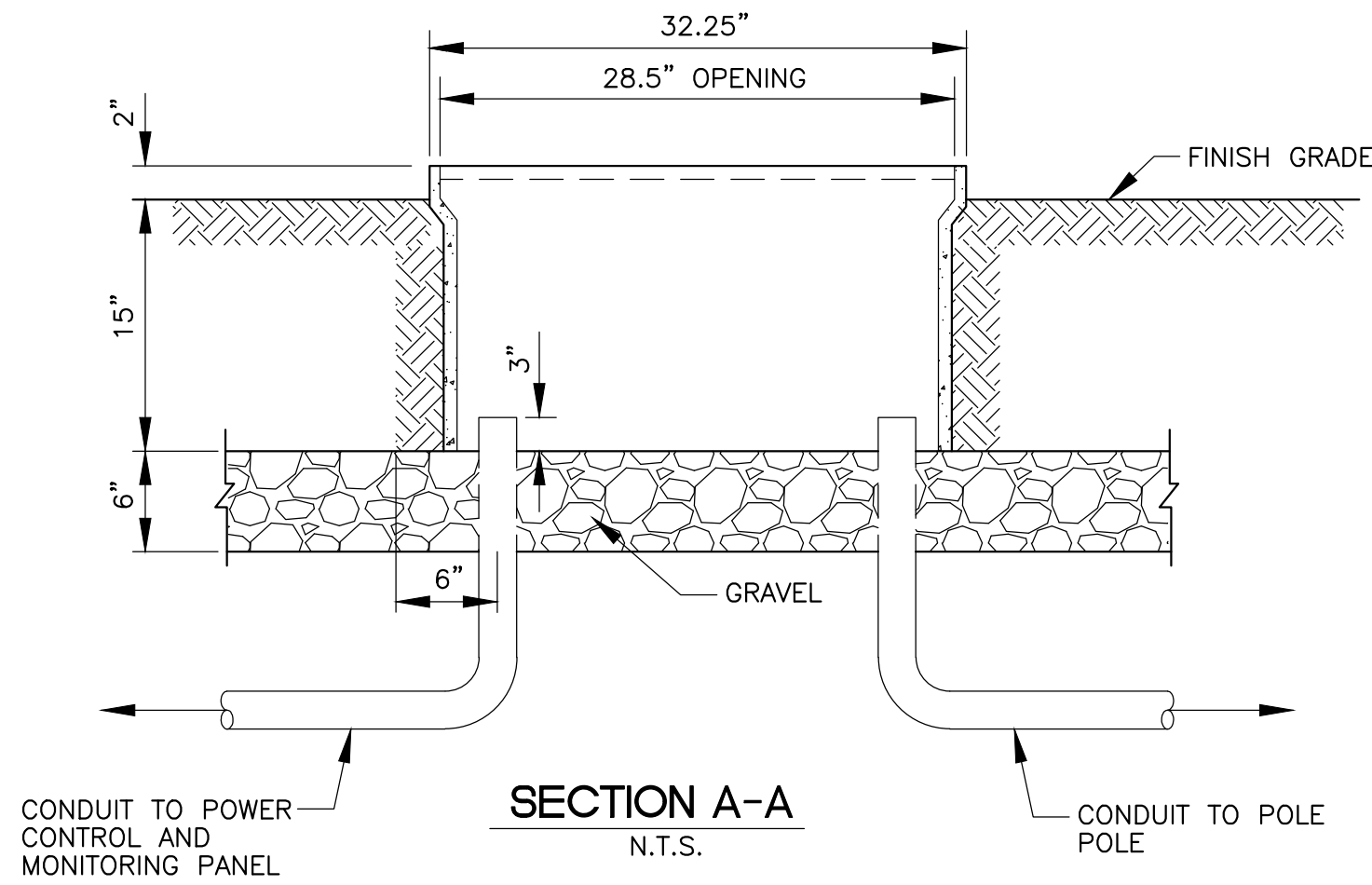
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ELECTRICAL PLAN SYMBOLS LEGEND	
	POWER SUPPLY PANEL
	BRANCH CIRCUIT CONCEALED IN WALL OR UNDERGROUND
	BRANCH CIRCUIT CONCEALED IN FLOOR
	BRANCH CIRCUIT EXPOSED
	HOME RUN TO PANEL; THREE CONDUCTORS PLUS GRD.
	HOME RUN TO PANEL; 2 CIRCUITS IN ONE RACEWAY
	SINGLE POLE TOGGLE SWITCH
	DOUBLE POLE TOGGLE SWITCH
	THREE WAY SWITCH
	FOUR WAY SWITCH
	SINGLE POLE TOGGLE SWITCH WITH PILOT LIGHT
	NON-FUSED DISCONNECT SWITCH
	SIMPLEX CONVENIENCE OUTLET
	DUPLEX CONVENIENCE OUTLET (# = INCHES ABOVE FLOOR)
	CONV. OUTLET W/ GROUND FAULT INTERRUPTER
	WEATHERPROOF CONV. OUTLET W/ G.F.I. AND WHILE IN USE COVER
	LIGHTING FIXTURE, CEILING MOUNTED/WALL MOUNTED
	FLUORESCENT LIGHTING FIXTURE
	MOTOR (H.P.)
	THERMOSTAT
	PHOTOCELL
	NEMA 6-30R RECEPTACLE
	SCOREBOARD
	PULL BOX
	PAD MOUNTED TRANSFORMER
	INDICATES POLE LOCATION AND FIXTURES FACING 180° (POLE BEING SHARED BY TWO FIELDS)
	INDICATES POLE LOCATION AND FIXTURES TO ONE SIDE
	PRIMARY PULL BOX
	JACK OR BORE
	ENTERGER RISER POLE
	PRIMARY CONDUIT AND CONDUCTORS BY MISSISSIPPI POWER COMPANY
	CAMERA POLE

SCHEDULE - DRY TYPE TRANSFORMER									
MARK	KVA	PRIMARY VOLTAGE	SECONDARY VOLTAGE	TAPS	MIN. IMPEDANCE	MOUNTING	REMARKS	LOCATION	
T-1	9	480V DELTA	208/120-3Ø	6-2.5% 2+4-	3.3%	WALL	NEMA 3R ENCLOSURE	CONTROL PANEL STRUCTURE	

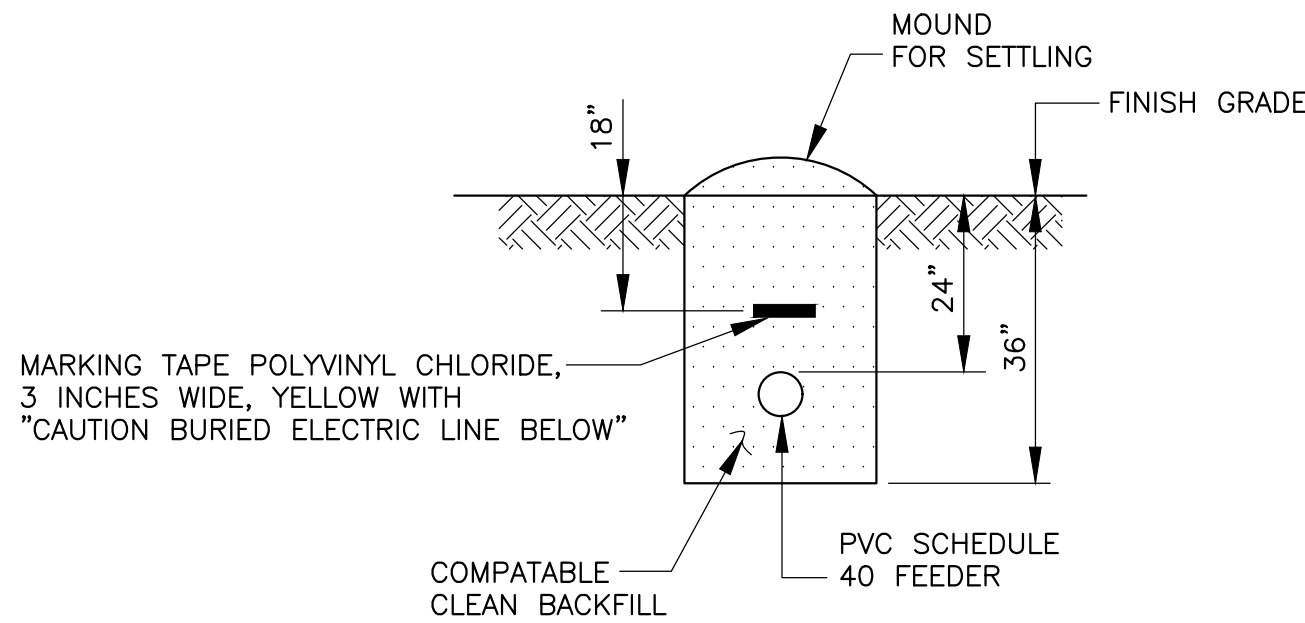


PLAN
N.T.S.



SECTION A-A
N.T.S.

PULL BOX FLUSH MOUNTED
N.T.S.



PVC INSTALLATION
N.T.S.

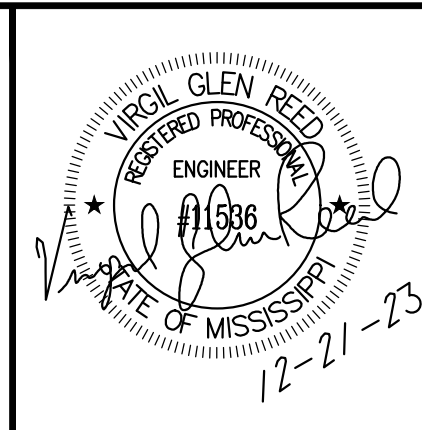
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REVISIONS				DRAWING INFORMATION	
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				DSGN: VGR	DATE: 12/2023
				DRWN: JEM	DATE: 12/2023
				CHKD: GPC	DATE: 12/2023
				QA/QC:	DATE:

TATUM PARK
FIELDS 16 & 18 LIGHTING

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

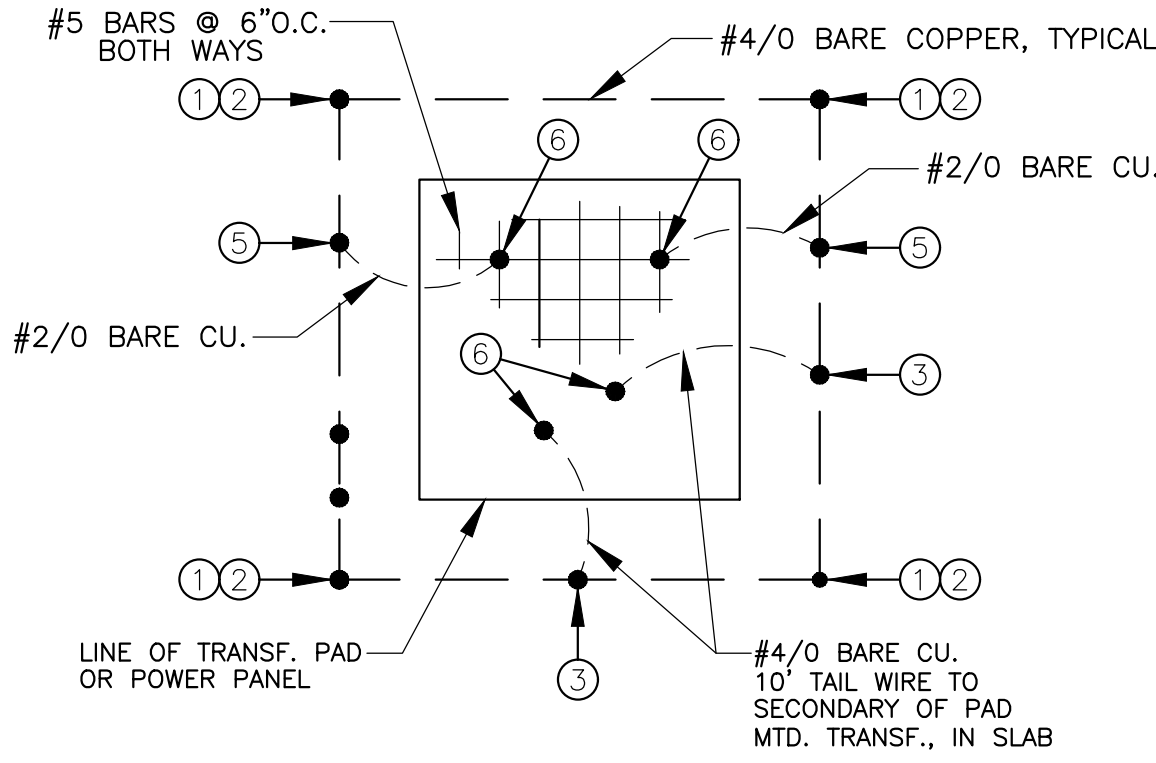


ELECTRICAL DETAILS V

WORKING NUMBER:
ED-5

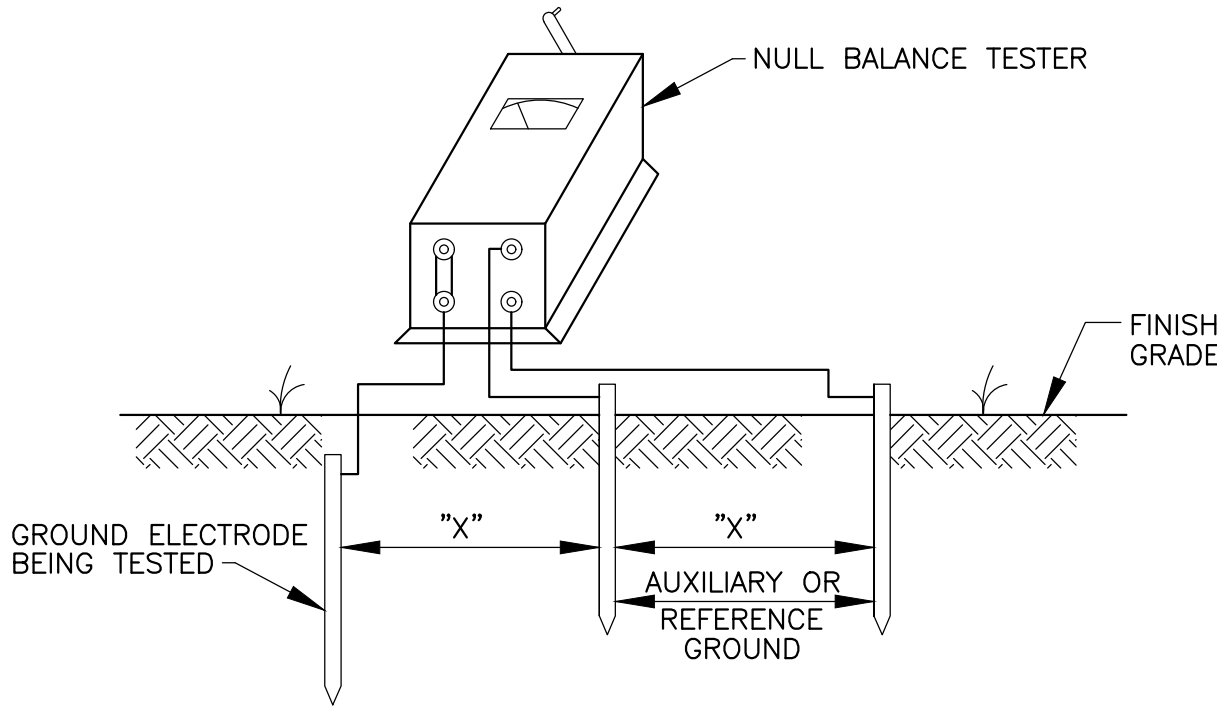
DRAWING NUMBER:
E6

SCHEDULE GROUND GRID SYSTEM				
ITEM	DESCRIPTION	MANUFACTURER	CAT. NO.	REMARKS
①	3/4" x 10' COPPERCLAD GND. ROD	-----	-----	20' O.C. W/ TOP 1'-6" BELOW GRADE
②	CABLE TO GROUND ROD	ERICO "CADWELD"	GTC-162Q	W/ #115 WELD METAL
③	#4/O CABLE #4/O CABLE	ERICO "CADWELD"	TAC-2Q2Q	W/ #150 WELD METAL
④	#4/O CABLE TO STEEL COLUMN	ERICO "CADWELD"	VBC-2Q	W/ #150 WELD METAL
⑤	#4/O CABLE TO 2/O CABLE	ERICO "CADWELD"	TAC-2Q2G	W/ #90 WELD METAL
⑥	#2/O CABLE TO #5Ø REIN. BAR	ERICO "CADWELD"	RDM-532G	W/ #115 WELD METAL



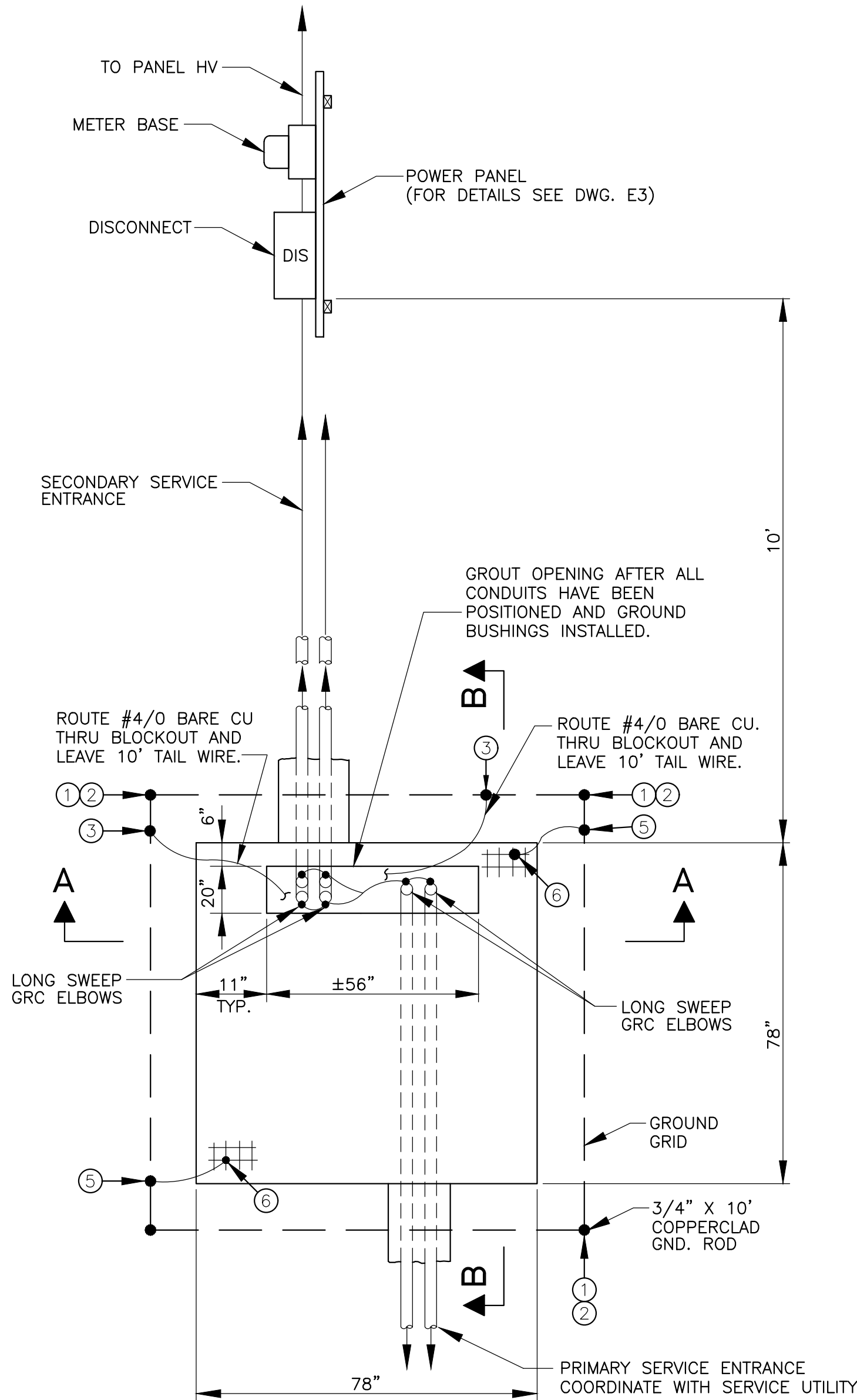
DISTRIBUTION SYSTEM
GROUND GRID DETAIL
N.T.S.

(TYPICAL FOR TRANSFORMER PAD AND POWER PANEL FOUNDATION)



- NOTES:
- DISTANCE "X" SHALL BE THE SAME BUT NOT LESS THAN 50'. ALL RODS SHALL BE IN A STRAIGHT LINE.
 - ALL READINGS SHALL BE DONE IN THE ENGINEERS PRESENCE AND RECORDED FOR PERMANENT RECORD.
 - THIS TEST IS TO BE PREFORMED ON EACH OF THE ELECTRICAL DISTRIBUTION SYSTEM GROUND GRIDS.

GROUND TEST DETAIL
N.T.S.



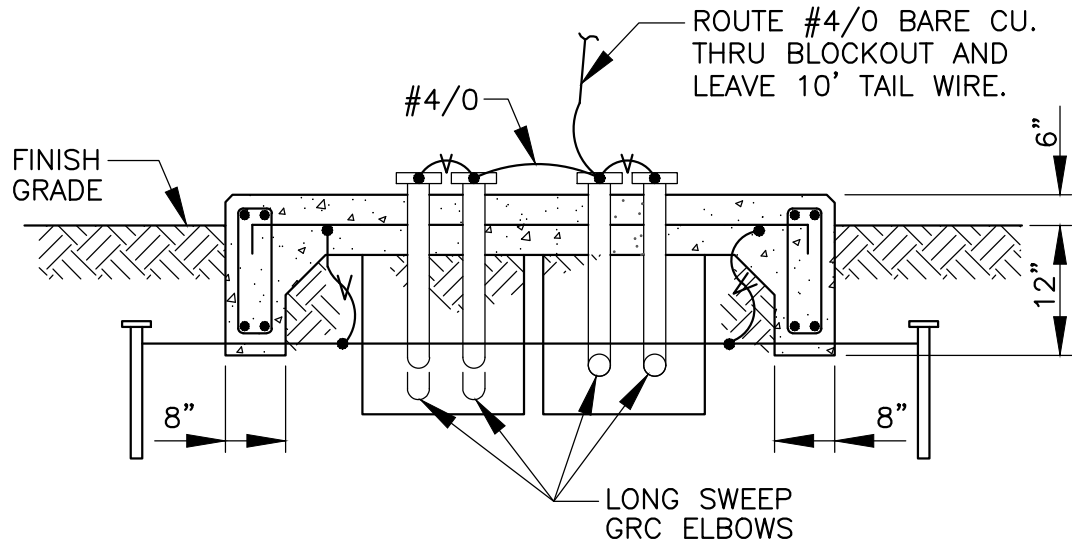
PLAN VIEW
N.T.S.

NOTE: PAD DIMENSIONS ARE APPROXIMATE. REFER TO TRANSFORMER SUPPLIER FURNISHED TEMPLATE FOR DIMENSIONS. ADJUST AS REQUIRED AT NO ADDITIONAL COST TO CONTRACT.

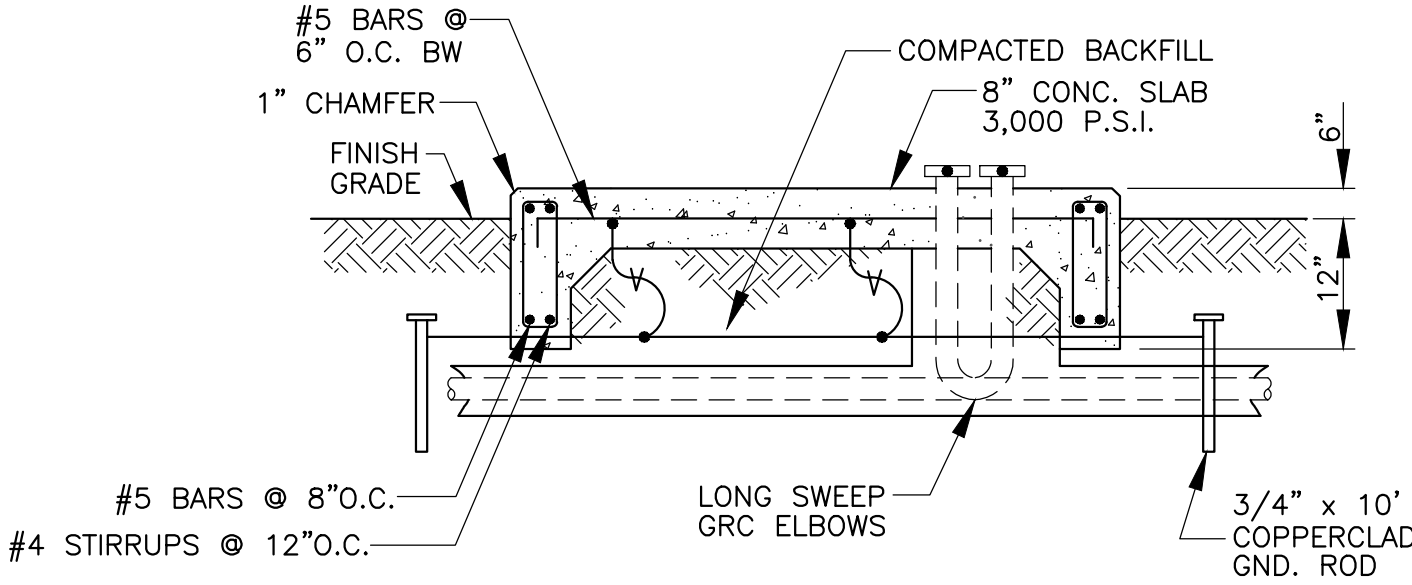
SEE GROUND GRID DETAIL AT LEFT.

BLOCK OUT FOR CONDUIT IS SHOWN DIAGRAMMATIC ONLY. BLOCK-OUTS SHALL BE AS REQUIRED BY TRANSFORMER SUPPLIER.

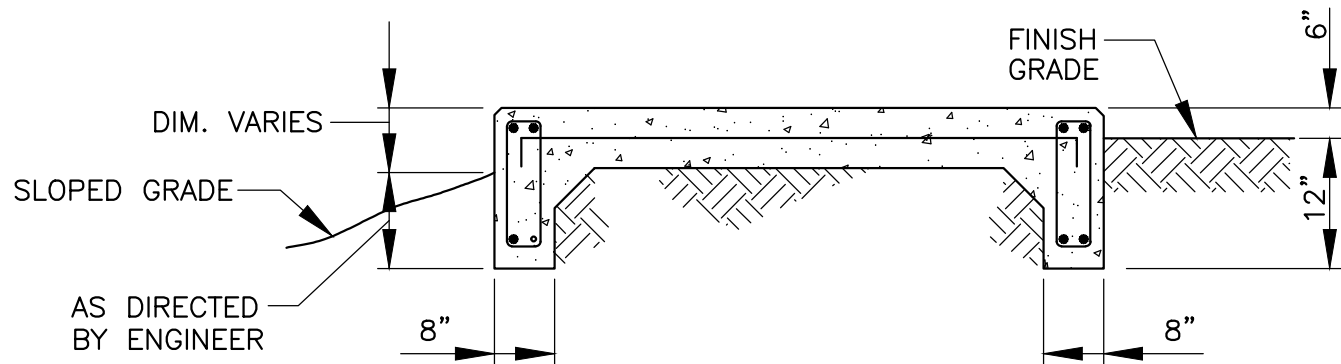
TRANSFORMER AND PAD DETAIL
N.T.S.



SECTION A-A
N.T.S.



SECTION B-B
N.T.S.



ALTERNATE FOUNDATION SECTION TO BE USED ON SLOPED GRADE AS REQUIRED

NOTE: VERIFY EXACT REQUIREMENTS WITH ENGINEER PRIOR TO INSTALLATION OF PAD.

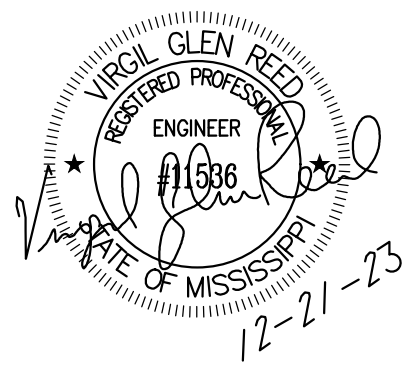
NOTICE TO DRAWING HOLDER

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

REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17433	
				FILENAME: 17433_Elec Det-6.dwg	
				SCALE: N.T.S.	
				SURVEYED BY:	
				DSGN: VGR	DATE: 12/2023
				DRWN: JEM	DATE: 12/2023
				CHKD: GPC	DATE: 12/2023
				QA/QC:	DATE:

TATUM PARK
FIELDS 16 & 18 LIGHTING

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



ELECTRICAL DETAILS VI

WORKING NUMBER:
ED-6

DRAWING NUMBER:
E7

***CONTRACT DOCUMENTS AND TECHNICAL
SPECIFICATIONS***

FOR

**TATUM PARK – FIELDS 16 & 18
LIGHTING**

FOR THE

**CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY**



DECEMBER 2023

PREPARED BY



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ADVERTISEMENT FOR BIDS

**TATUM PARK – FIELDS 16 & 18 LIGHTING
CITY OF HATTIESBURG, MISSISSIPPI**

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **February 8**, 2024 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of lighting at Tatum Park Fields 16 and 18. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Bid documents are being made available via paper copy or pdf. All interested bidders are required to log-in or register for an account at www.hattiesburgsbids.com OR www.neel-schafferplans.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders please contact Plan House Printing at (601) 336-6378.

"Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition" as referred to herein, may be purchased from the Mississippi Department of Transportation.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Email: Geoffrey.crosby@neel-schaffer.com. Geoffrey Crosby, P.E. – Assistant Engineer Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

January 7, 2024

January 14, 2024

INSTRUCTIONS TO BIDDERS

TATUM PARK – FIELDS 16 & 18 LIGHTING CITY OF HATTIESBURG, MISSISSIPPI

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1. COORDINATION OF SPECIFICATIONS

Work under this Contract shall be performed in accordance with the Contract Documents, which includes General Conditions, Supplementary Conditions and Technical Specifications contained therein. Division 200 through 800 of the *Mississippi Standard Specifications for Road and Bridge Construction*, 2017 Edition (can be downloaded at www.gomdot.com) is made a part hereof as if it were attached hereto, except where superseded and/or supplemented by the technical specifications and special provisions contained herein.

2. DATE AND PLACE OF OPENING OF PROPOSALS

The date, time, and place for opening Proposals will be as set out in the published "Advertisement for Bids."

The Owner reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each known prospective Bidder.

3. FORM FOR PROPOSALS

Proposals must be submitted on the forms furnished by the Owner and the envelope (if not submitted electronically) containing the Proposals must be addressed to:

City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

The outside of the envelope (if not submitted electronically) containing the Proposal shall bear the inscription:

**SEALED BID FOR: TATUM PARK – FIELDS 16 & 18 LIGHTING
FIELD LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

BY _____

Certificate of Responsibility No. _____

State License No. _____

If Proposals are forwarded by the U.S. Postal Service, delivery shall be by Registered or Certified Mail.

4. PREQUALIFICATION

All Bidders must be in good standing with the Owner. Bidders who are not in good standing with the Owner will not be considered for award of the contract. Good standing includes, among other things: (a) whether Bidder has failed to successfully complete the work or punchlist items under another Owner contract; (b) whether Bidder is currently, or has been in the past five years, involved in litigation with the Owner regarding work under another Owner contract, either as a general contractor or subcontractor; (c) whether Bidder has been or is currently in default under another Owner contract the past five years. with the Owner; or (d) whether Bidder has failed to fulfill provisions of another Owner contract within the past five years.

5. CERTIFICATE OF RESPONSIBILITY

Prior to filing Bids on Owner projects (in excess of \$50,000), the prospective Bidder must obtain a Certificate of Responsibility from the Mississippi State Board of Public Contractors, establishing his classification as to the value and the type of construction on which he is authorized to bid. Application must be submitted to the Board at least 30 days prior to a regular Board meeting scheduled every Quarter on the first Tuesday of January, April, July and October.

6. ANNUAL LICENSE TO BID (Not Used)

7. CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS

Prospective Bidders may obtain Proposal forms as stipulated in the "Advertisement for Bids." Charges are not set by the Engineer but by the website.

8. OMISSIONS AND DISCREPANCIES

Should a Bidder find discrepancies, errors or omissions in the Drawings or Specifications, or should he be in doubt as to the correctness of the Plan details, dimensions and layout, he should immediately notify the Engineer in order to permit checking and any necessary revisions or modifications.

9. ADDENDA

Prior to the date set for opening of Bids, the right is reserved, in the interests of the Owner, as it may require, to revise or amend the Contract Documents. Such revisions, if any, will be announced by an Addendum or Addenda, and copies of such Addenda will be furnished to all prospective Bidders who have purchased Plans and Specifications for acknowledgment. If the revisions and Addenda are of a nature which require material changes in quantities or prices Bid, or both, the date set for opening Bids may be postponed to enable Bidders to revise their Bids. In such case, the Addendum or Addenda will include an announcement of the new date for opening Bids.

10. INTERPRETATIONS

No oral interpretation made to any Bidder as to the meaning of the Contract Documents shall be considered an effective modification of any of the provisions of the Contract Documents. In order to ensure appropriate and concise responses, and avoid any misinterpretations, no verbal questions will

be received. Written requests for interpretation of the Plans and Specifications shall be submitted to the Engineer at least 10 days prior to opening of Proposals so that a formal decision can be given in writing to all known prospective Bidders in the form of an Addendum. The Contract Document contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

11. BID SECURITY

All Bids shall be accompanied by a Bid Security in the form of a Certified Check upon a national or state bank or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the Owner in an amount equal to five percent of the Bid. The Certified Check or Bid Bond must be enclosed in the same envelope with the Bid. Except as noted below, the Bid Security of all known unsuccessful Bidders will be returned promptly after a Notice of Award has been sent to the successful Bidder or in the event that all Bids are rejected.

The Bid Security of the next two lowest qualified Bidders will be retained until the Contract has been executed with the lowest qualified Bidder. The Bid Security of the successful Bidder will be returned when satisfactory Performance and Payment Bonds have been furnished and approved and the Contract executed.

12. GENERAL INFORMATION

Bidders shall inform themselves and comply with all pertinent Owner regulations and ordinances, State and Federal laws, licenses and tax liabilities which may in any manner affect their Bids and the prosecution of the work. The successful bidder will be responsible for obtaining all building, plumbing, and electrical permits required by the local city government. Special attention is directed to the rules and regulations published by the Mississippi State Tax Commission outlining certain taxes imposed on Contractors by the state of Mississippi.

13. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. Bids received conditioning their consideration or rejection upon Bids for the other work submitted by the same Bidder may be classed as irregular, unless the Contract Documents specifically invite or permit conditional or combination Bids. Bids in which the prices obviously are unbalanced may be rejected.

14. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

15. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the Executed Contract, the Contractor shall furnish a

Performance Bond and a Payment Bond each in the sum of 100% of the Contract amount as security for faithful performance of his Contract and for the payment of all persons performing labor on the Project under his Contract and furnishing materials in connection with his Contract, as specified in the Contract Documents. The surety of such Bonds shall be issued by a duly authorized surety company listed on the Treasury Department's most current list Circular 570 (as amended) and satisfactory to the Owner.

Attorneys in fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney. Failure of the successful Bidder to execute the Contract and to supply the required bonds within 10 calendar days from the date that the Notice of Award is delivered, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner, at his discretion, may either award the Contract to the next lowest qualified Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by readvertising, the defaulting Bidder shall have no claim against the Owner for a refund. The Contractor's bond will not be released until all provisions of the Contract have been fulfilled.

16. INSURANCE

The Contractor will be required to carry the types and amounts of insurance named in the Contract Documents for the full life of the Contract.

17. SUBCONTRACTORS

Bidders are specifically advised that any person, firm or other party to whom it is proposed to award a Subcontract must be acceptable to the Owner. Nothing contained in the Contract Documents shall create any contractual relation between subcontractor and the Owner.

18. METHOD OF AWARD – LOWEST RESPONSIVE BIDDER

The Owner will award the Contract to the lowest and best Bid unless all Bids are rejected. The award will be based on the evaluation of the low bid for the total base bid or the total alternate bid as decided upon by the Owner.

The responsiveness of the low Bidder shall be determined by (1) the completeness and regularity of the Bidders Proposal; (2) the Bidders Proposal being without exclusions or special conditions; (3) the Bid Form having no alternative Bids for any item unless requested in the Technical Specifications; and (4) such other factors as may be considered under State law, Federal law or regulation.

The evaluation of the low bidder will be based on whether the Bidder (1) maintains a permanent place of business; (2) has adequate plant equipment to do the work properly and within the time limit that is established; (3) has adequate financial status to meet his obligations contingent to the work; (4) has adequate manpower and present workload is such that he can perform according to a reasonable schedule; and (5) such other factors as may be considered under State law, Federal law or regulation.

19. OBLIGATION OF BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to

have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda).

The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid. Submission of Bid shall be accepted as prima facie evidence that Bidder has inspected the site and is familiar with the Plans and Contract Documents.

20. SUBSURFACE DATA

Not Used.

21. EXECUTION OF CONTRACT

If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the corporation authorizing him to sign the contract. Such resolution should bear the seal of the corporation.

Subject to the applicable provisions of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been rendered or delivered, or both, to the Contractor or his duly authorized agent or representative. Deposit of said counterpart in the United States mail in an envelope or wrapper properly addressed shall constitute compliance with these provisions by the Owner.

22. INTERCHANGEABLE TERMS

The terms "Bid" and "Proposal" wherever they are used in the Contract Documents are interchangeable and have the same meaning. The terms "Contract" and "Agreement", are interchangeable and have the same meaning. The terms "Contract Drawings" and "Plans", are interchangeable and have the same meaning.

23. QUALIFICATIONS OF BIDDER, OWNER'S RIGHTS

The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

24. MATERIALS AND EQUIPMENT

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a manufacturer, fabricator, supplier, or distributor, the naming of the item in this manner is intended to establish the type, function and quality required. Materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named in the Contract Documents. Bidders are referred to Section 6.3 of the General Conditions regarding procedures for approval of substitute materials and equipment.

25. NON-RESIDENT BIDDERS

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident Bidder's state awards contractors to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so called "Golden Rule" is followed, state law requires a non-resident Bidder to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

26. DESIGNATING OWNER AND ENGINEER

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof shall be interpreted to mean the City of Hattiesburg, Mississippi, the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Office Engineer, or Engineer shall be interpreted to mean the Engineer for the City of Hattiesburg, Mississippi, Neel-Schaffer, Inc.

27. MATERIALS TESTING AND CONSTRUCTION STAKING

The Contractor shall be responsible for all testing of materials associated with the project. Materials shall be tested in accordance with the requirements and frequencies outlined in the *Mississippi Standard Specifications for Road and Bridge Construction* (2017 Edition), and shall be considered an absorbed item.

Contractor shall be responsible for all construction staking as specified (cost absorbed). Construction staking shall also include earthwork quantity calculations for applicable pay items.

28. CONTRACT TIME

The Contractor shall commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will retain substantial completion within **120** consecutive calendar days of the Notice to Proceed date unless the period for completion is extended otherwise by the Contract Documents.

BIDDER'S PROPOSAL

**TATUM PARK – FIELDS 16 & 18 LIGHTING
CITY OF HATTIESBURG, MISSISSIPPI**

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BIDDER'S PROPOSAL

**TATUM PARK – FIELDS 16 & 18 LIGHTING
CITY OF HATTIESBURG, MISSISSIPPI**

DATE: _____, 20_____

PROPOSAL OF _____
(Name of Bidder)

(Address of Bidder)

for construction of the Tatum Park – Fields 16 & 18 Lighting

The documents on which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

**TO: CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MISSISSIPPI 39401**

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the Instructions to Bidders, Bid Forms, General Conditions, Supplemental Conditions, Technical Specifications, Contract Drawings and any and all Addenda thereof.

I (We) further certify that I, (we) have visited and carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

I (We) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid. No increase in quantities of work shall be performed until a written change order is duly executed in advance and approved in the public minutes of the Owner.

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Federal Supplement to Bidder's Proposal, Technical Specifications, General Conditions, Supplementary Conditions, Contract Drawings, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools and

other means of construction and will do all Work called for by the Contract Documents within the specified Contract Time. The following is my (our) itemized proposal for the project:

Prices Bid and Approximate Quantities – Base Bid TATUM PARK – FIELDS 16 & 18 LIGHTING CITY OF HATTIESBURG, MISSISSIPPI					
Pay Item	Description	Qty	Unit	Unit Price	Price Extension
1.0	Tatum Park – Fields 16 Lighting	1	Lump Sum	XXXX	
2.0	Tatum Park – Fields 16 Custom Color Accent Lighting Control	1	Lump Sum	XXXX	
3.0	Allowance – Electrical Service Connection ***	1	Lump Sum	XXXX	\$15,000
TOTAL BASE BID \$					

Prices Bid and Approximate Quantities – Additive Alternate No. 1 TATUM PARK – FIELDS 16 & 18 LIGHTING CITY OF HATTIESBURG, MISSISSIPPI					
Pay Item	Description	Qty	Unit	Unit Price	Price Extension
4.0	Tatum Park – Fields 18 Lighting	1	Lump Sum	XXXX	
5.0	Tatum Park – Fields 18 Custom Color Accent Lighting Control	1	Lump Sum	XXXX	
TOTAL ADDITIVE ALTERNATE NO. 1 BID \$					

Prices Bid and Approximate Quantities – Additive Alternate No. 2					
TATUM PARK – FIELDS 16 & 18 LIGHTING CITY OF HATTIESBURG, MISSISSIPPI					
Pay Item	Description	Qty	Unit	Unit Price	Price Extension
6.0	Tatum Park – Fields 16 Video Streaming	1	Lump Sum	XXXX	
TOTAL ADDITIVE ALTERNATE NO. 2 BID \$					

***Estimated Costs from MS Power at the time of Bid. Contractor to provide quote from MS Power at time of installation for reimbursement.

THE BIDDER'S TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE OWNER WILL MAKE THE BID TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICES BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICES SHALL GOVERN.

NOTE: FAILURE OF BIDDER TO INCLUDE PRICES FOR THE ALTERNATE BID ITEMS MAY RENDER HIS PROPOSAL NON-RESPONSIVE.

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

I (We) further propose to execute the Contract Agreement as bound herein within ten working days after receipt of Contract Forms from the Owner and to complete the work within the contract time. I (We) agree to pay as liquidated damages the actual costs, expenses and other losses reasonably incurred by Owner for each consecutive calendar day beyond the specified Contract Time.

I (We) also propose to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than one hundred percent (100%) of the total of my (our) Bid. These Bonds shall not only serve to guarantee the completion of the Work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

I (We) enclose a Bid Bond or Certified Check for 5 percent of _____
_____, DOLLARS (\$_____))
(Base Bid Amount)

and hereby agree that in case of my (our) failure to execute the Contract and furnish the Bonds within ten calendar days after delivery of the Notice of Award, the amount of this check (Bid Bond) will be forfeited to the Owner as liquidated damages arising out of my (our) failure to execute the Contract as proposed.

It is understood that in case I (we) am (are) not awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following Addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

Respectfully Submitted,

Contractor(s)

By: _____
Title

Address

BIDDER'S CORPORATE DECLARATION
(TO BE FILLED IN IF BIDDER IS A CORPORATION)

Date: _____, 20_____.

Our corporation is chartered under the Laws of the state of _____ and the names,
titles and business addresses of the executives are as follows:

President

Secretary

Treasurer

DECLARATION OF PARTNERSHIP

(To be filled in if a Bidder is a Partnership)

Our Partnership is composed of the following individuals:

Address

Address

NON-COLLUSION AFFIDAVIT

**TATUM PARK – FIELDS 16 & 18 LIGHTING
CITY OF HATTIESBURG, MISSISSIPPI**

(THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED)

STATE OF _____)
) ss.
COUNTY OF _____)

_____ being first duly sworn,
(Person)
deposes and says that he is _____

(Sole owner, a partner, president, secretary, etc.)
of _____ the party making the foregoing Proposal or Bid;
(Name of Firm)

that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted his Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public in and for

_____ County,

(SEAL)

My Commission Expires

_____, 20_____.

BID BOND

**TATUM PARK – FIELDS 16 & 18 LIGHTING
CITY OF HATTIESBURG, MISSISSIPPI**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Owner, in the penal sum of \$ _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this _____ day of _____, 20 _____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the above referenced project.

NOW THEREFORE,

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

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

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

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

Contractor

SEAL

By:_____

Surety

SEAL

By:_____

PROPOSED SUBCONTRACTORS

**E TATUM PARK – FIELDS 16 & 18 LIGHTING
CITY OF HATTIESBURG, MISSISSIPPI**

The names and addresses of all persons and parties who will be utilized for subcontract Work in the foregoing Bidder's Proposal are listed below. (The Contractor must list all Subcontractors to be utilized on the Work. Failure to list Subcontractors may cause the Bidder's Proposal to be rejected by the Owner as non-responsive.) If the Bidder does not propose Subcontractors, so state.

NAME	ADDRESS

CONTRACT FORMS

**TATUM PARK – FIELDS 16 & 18 LIGHTING
CITY OF HATTIESBURG, MISSISSIPPI**

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CONTRACT

**TATUM PARK – FIELDS 16 & 18 LIGHTING
CITY OF HATTIESBURG, MISSISSIPPI**

This Contract, made this the _____ day of _____, 20____, by and between the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter called "Owner" and _____ doing business as a _____ located in _____ hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the "Tatum Park – Fields 16 & 18 Lighting" in strict accordance with the Contract Documents and the Contract Drawings.
2. The Contractor will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will attain Final Completion within the contract time stipulated in the INSTRUCTION TO BIDDERS unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
The Contractor agrees to pay, as liquidated damages, the actual damages, costs, losses and expenses reasonably incurred by Owner for each consecutive calendar day that he shall be in default in attaining Final Completion within the time stipulated as provided herein.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.
4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner or his authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the Owner, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of _____ (\$ _____) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.
5. The Contractor shall protect, indemnify and save harmless the Owner from and against any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable

attorney's fees, which the Owner may suffer or be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.

6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).
7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).
8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.
9. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.
10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the Contractor is determined.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in _____ counterparts, each of which shall be deemed an original on the date first above written. (number)

OWNER

CONTRACTOR

BY _____

BY _____

ATTEST _____

ATTEST _____

(Seal)

(Seal)

PARTNERSHIP CERTIFICATE

State of _____

County of _____ Ss.

On this _____ day of _____, 20_____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consists of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the

County of _____

State of _____

Notary Seal

My Commission Expires:

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said Contract on behalf of the Contractor was then _____ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Secretary

Corporate Seal

GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Owner.
2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated _____ day of _____ 20 _____,
a copy of which is hereto attached and made a part hereof for the construction of :

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the
one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and
shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by
reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the
OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full
force and effect.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments,
contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the state of
Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by
reason of and directly connected with the performance of said Contract or any part thereof as provided by
Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority,
then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,

extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

Surety
By _____

ATTEST:

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners should execute BOND.

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Seal) (Principal) Secretary

By Principal

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

By _____

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

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

NOTICE OF AWARD

Date _____

TO: _____

RE: Tatum Park – Fields 16 & 18 Lighting
 City of Hattiesburg, Mississippi

NOTICE OF AWARD

Gentlemen:

The Owner has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of \$_____.

You are required by the Instruction to Bidders to execute the Contract and furnish to the Owner the required Contractor's Performance Bond, Payment Bond and certificates of insurance within 10 calendar days from the date of delivery of this Notice to you. We have enclosed five copies of the necessary contract forms and bond forms. Please return all five copies of these documents to the offices of Neel-Schaffer, 704 Hardy Street, Hattiesburg, MS 39401.

If you fail to execute said Contract and to furnish said Bonds within 10 days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are required by the General Conditions and Supplementary Conditions to submit to Neel-Schaffer, Inc. an estimated progress schedule, a preliminary schedule of Shop Drawing submissions and a preliminary schedule of values of the Work within 10 days after the effective date of this Contract, all in accordance with Article 2.5 of the General Conditions.

You are required to return an acknowledged copy of this Notice of Award directly to the City of Hattiesburg, Mississippi, Attention: Lamar Rutland, P.E., and to Neel-Schaffer, Inc.

Sincerely,

NEEL-SCHAFFER, INC.

Geoffrey Crosby, P.E.
Senior Project Manager

c: Hunter White
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this, the
_____ day of _____, 20_____.

By _____

Title _____

NOTICE TO PROCEED

Date _____

To: _____

Attention: _____

REFERENCE: NOTICE TO PROCEED
TATUM PARK – FIELDS 16 & 18 LIGHTING
CITY OF HATTIESBURG, MISSISSIPPI

Dear _____:

You are hereby notified to commence Work in accordance with the Contract dated _____, on or before _____. You are to complete the Work within _____ consecutive calendar days from the effective date of this Notice to Proceed. The date of Final Completion is therefore _____. Liquidated damages in the amount of the actual damages, costs, losses and expenses reasonably incurred by the OWNER per calendar day for each day the Work has not achieved Final Completion after _____ will be imposed unless the contract time is otherwise adjusted for due cause by change orders to the Contract. Liquidated Damages, as defined herein, will be assessed unless the Contract Time is otherwise adjusted for due cause by change order to the Contract.

The engineering firm of Neel-Schaffer, Inc. will act as the Engineer on behalf of the City of Hattiesburg, Mississippi for the work to be performed under the contract. Geoffrey Crosby, P.E., of Neel-Schaffer, Inc. will be the designated representative of the Engineer.

Please return a copy of this NOTICE TO PROCEED and ACCEPTANCE OF NOTICE to the undersigned and to Neel-Schaffer, Inc., indicating your receipt of this document in the space provided below.

Sincerely,

City of Hattiesburg, Mississippi

Mayor Toby Barker

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this, the _____ day

of _____, 20_____.

By _____

Title _____

CONTRACT CHANGE ORDER

OWNER: _____ PROJECT NAME: _____

CONTRACTOR: _____

DATE: _____

CHANGE ORDER NUMBER: _____ CONTRACT NUMBER: _____

REASON FOR CHANGE: _____

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

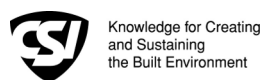
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AMERICAN SOCIETY OF CIVIL ENGINEERS

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The Associated General Contractors of America



Construction Specifications Institute

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

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

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice*: If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will

promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection

from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

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

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

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

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

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

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

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

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

1. Definitions

- A. The definition of "Technical Specifications" shall be the same as the definition for Specifications stated in Paragraph 1.01 under item number 43 of the General Conditions.
- B. Delete Paragraph 1.01.A.12 of the General Conditions in its' entirety.
- C. In Paragraph 1.01A.52 delete the following words, "or responding to differing or unseen subsurface or physical conditions under which the work is to be performed or to emergencies."

2. Commencement of Contract Time: Notice to Proceed

The commencement of Contract Time, as stated in Item 2.03 of the General Conditions is changed to read The Contract Time will commence to run within the sixtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the sixtieth day after the Effective Date of the Agreement.

Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement. Refer to Item 21 of the Instructions to Bidders regarding execution of the Contract.

3. Before Starting Construction

In addition to the requirements of Paragraph 2.05 of the General Conditions, "**CONTRACTOR** shall deliver to the **OWNER**, with his signed Contract, all bonds and insurance which he is required to purchase and maintain in accordance with Article 5 of the General Conditions. A copy shall also be submitted to the **ENGINEER**. The **OWNER** shall deliver to the **CONTRACTOR** a copy of all policies of insurance which the **OWNER** is required to purchase and maintain in accordance with Article 5 of the General Conditions."

4. Preconstruction Conference

The time period for holding the preconstruction conference as stated in Paragraph 2.06 of the General Conditions shall be within 30 days after the Effective date of the Agreement, but before the **CONTRACTOR** starts the Work at the site.

5. Subsurface and Physical Conditions

Paragraphs 4.02 and 4.03 shall be deleted in its' entirety and replaced with the following:

DIFFERING SITE CONDITIONS PROVISION:

Execution of this Contract (Agreement) by the Contractor is a representation that the Contractor has visited the site, that general and local conditions are suitable for the work to be performed and that the Contractor accepts all conditions at the Project site. The Contractor assumes all risks with respect to the requirements of the Contract Documents, including without limitation the characteristics (natural and manmade) of the site, site accessibility, labor rates and availability, weather conditions, and any other matter that could affect the performance and cost of the work.

6. Insurance Requirements

- A. Paragraphs 5.05 and 5.06 shall be deleted in their entirety.
- B. Paragraphs 5.07.B, 5.07.B.1 and 5.07.B.2 shall be deleted in their entirety.
- C. In addition to the requirements of Article 5 of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.
 - 1. The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**. If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**, including all additional insureds and waivers of subrogation.
 - 2. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein and all coverage requirements specified in contract documents are filed with and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.
 - 3. The **CONTRACTOR** shall secure and maintain in effect for the period of the **CONTRACT** and pay all premiums for the following kinds and amounts of insurance:
 - a. Worker's Compensation and Employer's Liability Insurance: This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability limits in the amount of ONE MILLION DOLLARS (\$1,000,000.00). **CONTRACTOR** and subcontractors shall supply **OWNER** endorsements from their carriers evidencing waiver of subrogation in favor of the **OWNER**.
 - b. **CONTRACTOR'S** and Subcontractor's Comprehensive General Liability Insurance, including bodily injury, property damage, contractual and other

standard coverage contained in Comprehensive General Liability Insurance, in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and aggregate. **OWNER** shall be provided an endorsement naming the **OWNER** as an insured from the insurer for the work contracted. The Comprehensive General Liability policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- i. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
 - ii. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
 - iii. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.
- c. **CONTRACTOR'S** Contingent or Protective Liability and Property Damage: In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect the **CONTRACTOR** from any and all claims arising from the operation of Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.
- d. Auto Liability: The **CONTRACTOR** shall maintain Auto Liability Insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit to protect him from any and all claims arising from the use of the following:
- i. **CONTRACTOR'S** own automobiles and trucks.
 - ii. Hired and non-owned automobiles and trucks.
 - iii. Automobiles and trucks owned by Subcontractors.
- The aforementioned is to cover use of automobiles and trucks on and off the site of the Project. The **OWNER** shall be provided an endorsement from the insurer naming the **OWNER** as an insured for the work contracted.
- e. **OWNER'S** Protective Liability Policy: The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds, in an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- f. Umbrella Liability: The **CONTRACTOR** shall provide **OWNER** a certificate of insurance evidencing Umbrella Liability Insurance in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000).
- g. Builder's Risk and Boiler and Machinery Insurance: The **CONTRACTOR** shall purchase and maintain Builder's Risk and Boiler and Machinery Insurance in the amount of the total value of the materials necessary for the

project. A certificate evidencing such coverage shall be on file with the **OWNER**.

h. Property Insurance: No property insurance is required for this project.

7. Contractor's Responsibilities

Delete Paragraph 6.02.B in its entirety.

8. Record Documents

In addition to the requirements of Paragraph 6.12 of the General Conditions, **CONTRACTOR** shall provide accurate 'mark-ups' acceptable to the **ENGINEER** on or before the date of Substantial Completion of the Project for use by the **ENGINEER** in the preparation of 'record' drawings. Final payment will not be made to the **CONTRACTOR** prior to the **ENGINEER** receiving these mark-ups from the **CONTRACTOR**.

9. Limitations on ENGINEER'S Responsibilities

In addition to the requirements of Paragraph 9.09.B, when it comes to his attention, the **ENGINEER** will immediately notify the **OWNER** in the event that the **CONTRACTOR** is not complying with the Contract Documents or is conducting the Work in such a manner that could be considered grounds for termination of the Contract. The **CONTRACTOR** shall retain responsibility for performing all Work in compliance with the Contract Documents.

The following language shall be added to Paragraph 9.09.B:

“Consistent with the express provisions of this Section 00700, Article 6.13, Article 6.17.D.2, Article 9.02.B, Article 9.09, this Article 9.09.B, and Article 14.02.B.4.b, any reference to “safety” elsewhere in this contract, including but not limited to those found in Section 00700, Articles 4.02.B.1, 4.04.A.2.d, 4.04.B.1, 4.06.B.1, 6.02.B, 6.14, 6.15, 6.16, 6.17.C.1.c, and 13.02.A, does not impose upon the Engineer any duty, obligation or other contractual undertaking to administer the “safety” aspects of Contractor’s performance, or any other matter relating to the Contractor’s means, methods, techniques, sequences or procedures. Contractor’s contractual safety obligations and means and methods during construction are the sole responsibility of the Contractor and are not being administered, overseen or reviewed in any way by the Engineer in performing its contractual obligations”

10. Change of the Contract Time

In addition to the requirements of Paragraph 12.03 of the General Conditions, rainstorms which are encountered in the project area on a regular and seasonal basis do not constitute an abnormal weather condition.

Determining regular and seasonal rainfall amounts is based on historical rainfall data for events greater than 0.10 inches plus an approximate amount of assumed wet conditions resulting from these. Isolated rainfall events less than 0.10 inches are not considered as an impact to construction activities. The following table provides weather impact days per month which will be considered as regular and seasonal rainfall for the project area.

Historical Rainfall Data												
Month	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Average Rain Days	8	8	8	7	7	8	8	8	6	4	5	8

The frequency of rain and weather impact days during the project must exceed the averages shown in the table to be considered as abnormal. The weather impact delays shall be compared on a monthly basis.

11. Payments to **CONTRACTOR**

Paragraph 14.02.A, Application for Payments, is deleted in its' entirety and the following substituted therefore:

- A. Monthly Estimates and Partial Payments: The **CONTRACTOR'S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable Application for Payment to the **ENGINEER** by the date indicated on the payment schedule as supplied to **CONTRACTOR** by **ENGINEER** provided that the amount due on completed work is at least \$500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as is required by the Contract Documents and also as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER'S** title to the material and equipment and protect **OWNER'S** title to the material and equipment and protect **OWNER'S** interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR'S** obligations reflected in prior Applications for Payment.
- B. After each monthly estimate has been approved, the **OWNER** shall pay to the **CONTRACTOR** 95 percent of the amount of said estimate. From the total value of each estimate there will be deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.
- C. Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the **ENGINEER'S** satisfaction.

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- D. The **OWNER** reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the **OWNER'S** Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the **CONTRACTOR** or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

Paragraph 14.02.C of the General Conditions is modified to read "60 days after presentation of the Application for Payment to **OWNER** with **ENGINEER'S** recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by **OWNER** to **CONTRACTOR**."

Paragraph 14.07.C of the General Conditions is modified to read, "If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within 60 days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**."

Delete Paragraph 14.09.A.2 in its entirety.

12. List of Contract Drawings: Not Used.

13. Liquidated and Special Damages

The **CONTRACTOR** will be subject to liquidated damages and actual damages in the amount of the actual costs incurred by the Owner after the time stipulated for Final Completion of the work.

The **CONTRACTOR** will be subject to liquidated damages in the amount of **\$750** for each consecutive calendar day after the time stipulated for Final Completion of the work. The actual costs includes, but is not limited to construction related costs resulting from the Contractor's failure to complete the work on schedule.

When the Contractor fails to complete the work within the time stipulated, a deduction will be made of \$750 a day from the money due the Contractor not as a penalty but as liquidated damages. The Contractor and the Contractor's Sureties shall be liable for all liquidated damages in excess of money due the Contractor

The liquidated damages provided for herein were not calculated in contemplation or anticipation that the **CONTRACTOR** would default or otherwise abandon the project. In the event the **CONTRACTOR** does default or otherwise abandon the project, the **OWNER** reserves the right to collect from the **CONTRACTOR** or its surety, in addition to the liquidated damages, the actual damages including, but not limited to, additional engineering costs, incurred by the **OWNER** as a result of the default or abandonment.

14. Suspension of Work and Termination

In Paragraph 15.04.A delete the following words: "or Engineer fails to act on any Application for Payment within thirty days, after it is submitted" and add the words "if the". In Paragraph 15.04.B delete the following words: "if Engineer has failed to act on an Application for Payment within thirty days after it is submitted" and add the words "if the".

16. Methods and Procedures

Delete sentence 16.01.C.2 in its entirety

*** * END OF SECTION * ***

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 Location of Work

All of the work of this Contract is located in public right-of-way or on easements and property owned or obtained by the Owner.

1.02 Work to be Done

- A. The CONTRACTOR shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- B. The CONTRACTOR shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The CONTRACTOR shall comply with all county, state, federal, and other codes which are applicable to the proposed construction work.

1.03 General Description of Work to be Performed

- A. The Work included in the Contract shall be as described in the Contract Documents.
- B. All work shall be done as described in the Specifications and as shown on the Drawings, complete, tested and ready for operation.

1.04 Work Sequence

- A. All work to be done under the Contract shall be done with minimum inconvenience to the OWNER. The CONTRACTOR shall coordinate his work with private property owners such that existing drainage, water service, sewer service and garbage pickup and other public services are maintained at all times.
- B. Construct Work in stages to accommodate the OWNER'S use of the premises during the construction period; coordinate the construction schedule and operations with the ENGINEER.
- C. Construct the Work in stages to provide for public convenience. Do not close off public

access until completion of one stage of construction will provide alternative usage.

1.05 Construction Areas

- A. CONTRACTOR shall limit his use of the construction areas for Work and for storage, to allow for:
 - 1. Work by other contractors.
 - 2. OWNER use.
 - 3. Public use.
- B. Coordinate use of work site under direction of ENGINEER.
- C. Assume full responsibility for the protection, security and safekeeping of products under this Contract stored on the site.
- D. Move any stored products, under CONTRACTOR'S control which interfere with operations of the OWNER or other contractors.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.

1.06 Owner Occupancy

- A. OWNER will have full access to and use of all existing sewer facilities during the entire period of construction for the conduct of his normal operations. Cooperate with ENGINEER in all construction operations to minimize conflict and to facilitate OWNER usage.
- B. CONTRACTOR shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.07 Partial Owner Occupancy

The CONTRACTOR shall schedule his operations for completion of portions of the Work, as designated, for the OWNER'S occupancy prior to Substantial Completion of the entire Work.

1.08 Plans and Specifications

- A. Specifications: The Technical Specifications consist of three parts: General, Products, and Execution. The General section contains general requirements which govern the work. The Products and Execution sections modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.
- B. Intent:
 - 1. All work called for in the Specifications applicable to the Contract but not shown on the Plans in their present form or vice versa shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described at the CONTRACTOR'S expense.
 - 2. The apparent silence of the Specifications as to any detail, or the apparent omission

from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

- C. Conflict between Drawings and Specifications. Where an obvious conflict exists between the Plans and Specifications, the ENGINEER shall decide which governs and the CONTRACTOR shall comply with the decision. Such decision shall not be grounds for additional payment to the CONTRACTOR, i.e., the CONTRACTOR shall include the price of the most expensive alternative in his bid.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 Scope of Work

- A. Base Bid – Field 16 - Lump Sum Contract Basis: Payment of the lump sum established in the Bidding and Contract Documents for the Tatum Park – Fields 16 & 18 Lighting Project for the City of Hattiesburg, Mississippi, shall be full compensation for furnishing and/or installing all labor, materials, equipment and incidentals required to complete the construction of the facilities and supporting systems, complete as specified and indicated on the drawings.
- B. Alternate No. 1 – Field 18 – Lump Sum Contract Basis: Payment of the lump sum established in the Bidding and Contract Documents for the Tatum Park – Fields 16 & 18 Lighting Project for the City of Hattiesburg, Mississippi, shall be full compensation for furnishing and/or installing all labor, materials, equipment and incidentals required to complete the construction of the facilities and supporting systems, complete as specified and indicated on the drawings.
- C. Schedule of Values: The schedule of unit prices submitted in accordance with Section 01026 are subject to approval and acceptance by the OWNER. If acceptable, the unit prices will be used as the basis for adjustment of the Contract price in the event that the Scope of Work is expanded or reduced.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01026

SCHEDULE OF VALUES

PART 1 GENERAL

1.01 Requirements Included

The Schedule of Values is an itemized list that establishes the value or cost of each part of the work as defined in Section 01025, Part 1.04. All other work shall be paid according to the Prices Bid Table. It shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional work or credits which may arise during the construction. Quantities and unit prices may be included in the schedule when approved by or required by the ENGINEER.

1.02 Preparation

- A. Schedule shall show breakdown of labor, materials equipment and other costs used in preparation of the Bid.
- B. Costs shall be in sufficient detail to indicate separate amounts for each Section of the Specifications.
- C. CONTRACTOR may include items for bond, insurance, temporary facilities and job mobilization within the mobilization bid item.
- D. Schedule of Values shall be prepared on 8-1/2 inch by 11 inch white paper.
- E. Use Table of Contents of the Specifications as basis for Schedule format and identify each item with number and title in the Table of Contents. List sub-items of major products or systems as appropriate or when requested by ENGINEER.
- F. When requested by ENGINEER, support values with data that will substantiate their correctness.
- G. The sum of the individual values shown on the Schedule of Values must equal the total Contract Price.
- H. The manner in which overhead and profit are shown shall be supported by the ENGINEER.
- I. Schedule shall show the purchase and delivery costs for materials and equipment that the CONTRACTOR anticipates he shall request payment for prior to their installation.

1.03 Submittal

Submit two copies of Schedule to ENGINEER for approval at least 20 days prior to submitting first application for a progress payment. After review by ENGINEER, revise and resubmit Schedule as required until it is approved.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 Requirements Included

Submit Applications for Payment to the ENGINEER in accordance with the General Conditions and in the form required by the OWNER.

1.02 Format and Data Required

- A. Submit applications typed with itemized Schedule of Values data typed on 8-1/2 inch x 11 inch white continuation sheets.
- B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.

1.03 Preparation of Application for Progress Payments

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3. Execute certification with signature of a responsible officer of the CONTRACTOR.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
 - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to the nearest dollar or as specified for Schedule of Values.
 - 3. List each Change Order executed prior to date of submission by Change Order Number and description.
 - 4. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

1.04 Substantiating Data for Progress Payments

- A. Provide substantiating data containing suitable information for review of costs requested with the applications for progress reports identifying:
 - 1. The payment item to which the substantiating data applies.
 - 2. Application number and date.
 - 3. Detailed list of enclosures.
 - 4. For stored materials:
 - a. Item number and identification as shown on application.
 - b. Description of specific material and invoice of delivered material.

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- c. Consolidated inventory of stored materials showing:
 - (1) Materials received.
 - (2) Materials used.
 - d. Additional stored materials may not be claimed upon reaching 75% completion of the total project.
 - e. Stored Materials shall be inventoried jointly prior to each pay request.
 - B. Submit one copy of data for each copy of application for payment.
 - C. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 01720. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the OWNER and the ENGINEER.
 - D. Construction photographs as required by Section 01380 will be submitted with each progress payment and shall be considered a part of that payment request.
 - E. Updated construction schedule showing work completed and work projected by month to the completion of the project.

1.05 Preparation of Application for Final Payment

- A. Fill in application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting.

1.06 Submittal Procedure

- A. Submit applications for payment to the ENGINEER at the times stipulated in the General Conditions.
- B. Initially a pencil draft application shall be informally submitted to the ENGINEER who shall review the draft with the CONTRACTOR and make adjustments as appropriate. The CONTRACTOR shall then prepare a formal typed application using the informally approved amounts and submit three (3) complete sets to the ENGINEER.
- C. When the ENGINEER finds the application properly completed and correct, as informally approved, he will transmit it to the OWNER for payment with a copy to the CONTRACTOR.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01030

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 WORKMANSHIP, MATERIAL AND EQUIPMENT

- A. When a particular product is specified or called for, it is intended and shall be understood that the Contractor include those products in his bid. Should the Contractor desire to substitute products which he purports to be equal to those specified, the Contractor shall furnish information as described in Section 00700, General Conditions, The alternative products(s) submitted by the Contractor shall meet the requirements of the specifications and shall, in all respects, be equal to the products specified by name herein.
- B. All apparatus, mechanism, equipment, machinery, and manufactured articles for incorporation into the Work shall be new and unused and the standard products of recognized reputable manufacturers.

1.02 PROVISIONS FOR CONTROL OF EROSION AND POLLUTANTS

Sufficient precautions shall be taken during construction to minimize the runoff of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other materials harmful to humans, fish, or other life, into the ground and surface waters of the state. Contractor will give all notices and comply with all laws, notices, ordinances, rules and regulations applicable to the work, without exception.

1.03 ON-SITE STORAGE

The Contractor's attention is invited to special storage requirements and possible charges for noncompliance of on-site storage requirements for materials and equipment as specified in Section 01600.

1.04 INCLEMENT WEATHER

- A. In the event of inclement weather, or whenever Engineer shall direct, Contractor and Subcontractors will protect carefully the work and materials against damage or injury from the weathers, including sudden rises in flows due to storms outside the immediate construction zone. Damaged Work and materials shall be removed and replaced. If, in the opinion of Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or Subcontractors to so protect the Work, no additional time for removal and replacement will be given by the Owner.

1.05 WARRANTIES

- A. All work supplied under the Contract shall be warranted for a period of one (1) year or such longer period of time as may be prescribed by any special guarantee required by Change Orders or issued by Subcontractor, suppliers, or manufacturers, from the date of acceptance for operations (beneficial use) by the Owner as specified in Section 01740, Warranties and Bonds.
- B. The work shall be warranted to be free from defects in workmanship, design and materials. If any part of the work should fail during warranty period, it shall be replaced or restored to service at no expense to the Owner.

1.06 CONSTRUCTION CONDITIONS

The Contractor shall strictly adhere to the specific requirements of the governmental units(s) or agency(ices) having jurisdiction over the work. Wherever there is a difference in the requirements of a jurisdictional body and these Specifications, the more stringent shall apply.

1.07 PUBLIC NUISANCE

The Contractor shall not create a public nuisance, including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

1.08 SUSPENSION OF WORK DUE TO WEATHER

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspensions shall be final and binding. The authority of the Engineer to issue such an order shall not be interpreted as a requirement to do so. During suspension of the work from any cause, the work shall be suitably covered and protected so as to preserve it from injury by the weather. Notwithstanding this provision, it is understood and agreed that the General Conditions shall control.

1.09 RELOCATIONS

The Contractor shall be responsible for the relocation of structures, including, but not limited to, light poles, signs, sign poles, fences, mailboxes, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid.

1.10 SALVAGE

Any existing equipment or materials, including, but not limited to, valves, pipes, fittings, couplings, etc., which are removed or replaced as a result of construction under this project may be designated as salvage by the Engineer and, if so, shall be removed and delivered to the Owner at a location directed by the Engineer.

1.11 PERMITS

Upon notice of award, the Contractor shall immediately apply for all applicable permits not previously obtained by the Owner to do the work from the appropriate governmental agency or agencies. No work shall commence until all applicable permits have been obtained and copies delivered to the Engineer. The costs for obtaining all permits shall be borne by the Contractor.

1.12 HAZARDOUS LOCATION

- A. The existing wet wells, manholes, sewers, force mains, pipes, and other related areas are hazardous locations in that explosive concentrations of sewage gas may be present. The Contractor is cautioned that the above areas, especially the wet well, may be deficient in oxygen. Checks shall be made by the Contractor whenever personnel are working in these areas to insure that adequate ventilation has been provided.
- B. In his operations in hazardous locations, the Contractor shall use spark-proof tools and explosion-proof temporary lighting and shall not use electric power tools, open flame devices, electric welding or any device or methods which might conceivably cause ignition or explosion.
- C. If a working is atmosphere is unsafe, the Contractor shall furnish, install, operate, and later remove such temporary auxiliary ventilating facilities as are necessary to provide a safe atmosphere.
- D. The Contractor shall also instruct and caution his employees and the employees of his subcontractors to avoid smoking while in the hazardous areas. Suitable prominent "No Smoking" signs shall be placed at locations where sewage gas could be present.

1.13 NOTIFICATION OF WORK ON EXISTING FACILITIES

Before commencing work on any of the existing structures or equipment, the Contractor shall notify the Engineer, in writing, at least ten (10) calendar days in advance of the date he proposes to commence such work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01041

PROJECT COORDINATION

PART 1 GENERAL

1.01 Work Progress

The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the contract. If at any time such personnel appear to the ENGINEER to be inefficient, inappropriate, or insufficient for performing the quality of work required or for producing the rate of progress aforesaid, he may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment, and the CONTRACTOR shall conform to such order at his own expense. Failure of the ENGINEER to give such order shall in no way relieve the CONTRACTOR of his obligations to perform the work at the specified quality and rate of progress.

1.02 Private Land

The CONTRACTOR shall not enter or occupy private land outside of the OWNER'S land, right-of-ways, or servitudes except by written permission of both the OWNER and the Owner of the private land. Such permission shall be obtained by and at the expense of the CONTRACTOR and at no additional cost to the OWNER.

1.03 Work Locations

Work shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.04 Open Excavations

All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The CONTRACTOR shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by the public, OWNER'S and ENGINEER'S personnel, and workmen.

1.05 Test Pits

Test pits for the purpose of locating underground utilities or structures which may interfere with installation of the Work shall be excavated in advance of the Work and backfilled by the CONTRACTOR. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the ENGINEER. The costs for such test pits shall be included in the cost of the work for which the test pits benefit.

1.06 Water for Construction Purposes

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- A. In locations where public water supply is available, the CONTRACTOR shall purchase water for all construction purposes.
 - B. The CONTRACTOR shall make his own arrangements and pay all costs for connections to public water systems and for water used. Existing OWNER supplies or connections shall not be used without prior approval by OWNER.

1.07 Maintenance of Flow

The CONTRACTOR shall maintain the flow of sewers, drains, and water courses interrupted during the progress of the Work, including complete pumped bypass systems where necessary. The CONTRACTOR shall immediately remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the ENGINEER well in advance of the interruption of any flow. All temporary works installed for flow maintenance shall be removed when the permanent work is finished and the areas cleaned and restored to good condition.

1.08 Protection of Construction and Equipment

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed. All portions of the work injured shall be reconstructed by the CONTRACTOR at his own expense.
- B. All structures shall be protected in a suitable manner. Should any parts of the structures become heaved, cracked or otherwise damaged, all such damaged portions of the work shall be completely repaired and made good by the CONTRACTOR at his own expense and to the satisfaction of the ENGINEER. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the CONTRACTOR shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein for at least the guarantee period described in the contract.
- C. The CONTRACTOR shall take all necessary precautions to prevent damage to any structure due to water pressure (groundwater or surface water) during and after construction and until such structure is accepted and taken over by the OWNER.
- D. The CONTRACTOR is responsible for security of the site. Security of all equipment, material, tools, machinery, supplies, structures, buildings, vehicles and offices is the responsibility of the CONTRACTOR. Measures to affect job site security and limit unauthorized access, including temporary fencing, security guards, and other measures are the responsibility of the CONTRACTOR at his expense.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01041.1

UTILITIES COORDINATION

PART 1 GENERAL

1.01 UTILITIES

Utilities for the purpose of these specifications shall be considered as including, but not limited to: pipelines, conduits, cables, transmission lines and appurtenances of Public Utilities and those of Special Utility Districts, Cities or Towns, businesses or individuals solely for their own use or for use of their tenants; and storm drains, sanitary sewers, street lighting, traffic signal and fire alarm systems.

1.02 UNDERGROUND INSTALLATIONS

Existing underground pipelines and utilities are indicated on the Drawings only to the extent such information was made available to or discovered by Engineer in preparing drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed by the Owner and the Engineer.

1.03 UTILITIES LOCATED IN CITY RIGHT-OF-WAY

Unless otherwise provided or excepted herein, the removal, adjusting, relocation, or replacement of utility structures or facilities within City right-of-way which may be necessary for construction of the work in accordance with these Contract Documents, shall be at the expense of the Contractor.

It shall be the Contractor's responsibility to protect and maintain those utilities which, in the opinion of the Engineer, do not need to be disturbed in order to accomplish the work required by the contract.

1.04 RELOCATIONS OF EXISTING GAS LINES, TELEPHONE LINES, ELECTRIC LINES, CABLE TV LINES AND WATER LINES

The Contractor shall notify the proper authority of the utility involved when relocation of these lines is required. The Contractor shall coordinate all work by the utility so that the progress of construction will not be hampered.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

The Contractor, when the Notice to Proceed is received, shall notify the owners of utilities affected by the work, the approximate date upon which he will begin work, and shall submit a progress schedule of the proposed work. This shall be deemed sufficient notice if the project progresses according to the progress schedule submitted with the notification. If changes in the schedule of the

work occur, the Contractor shall appraise both the owner of the utility affected and the Engineer so that adjustments in the work schedule of utility can be made. The Contractor shall be responsible for damages to the utility facility and construction delays resulting from failure to notify the utility and the Engineer of changes in procedure or location.

3.02 PROTECTION OF EXISTING UTILITIES

- A. The attention of the Contractor is drawn to the fact that during excavation, the possibility exists of the Contractor encountering various water, gas, telephone, electrical, or other utility lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the Owner.
- B. The Contractor shall assume full responsibility for the protection of all utilities, public and private, including poles, services to buildings, gas pipes, water pipes, hydrants, sewers, drains, and electric and telephone cables, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such utilities from injury of any kind. Any damage resulting from the Contractor's operation shall be repaired by him at his expense.

The protection and preservation of utility facilities which are located within the right-of-way, but outside the normal limits of construction, as determined by the Engineer, shall be the responsibility of the Contractor. The Contractor shall be responsible for all damage to utilities which are due to his negligence.

- C. The Contractor shall bear full responsibility for obtaining locations of all underground structures and utilities (including existing water services, drain lines, and sewer). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the Contractor.
- D. If, in the opinion of the Engineer, permanent relocation of a utility owned by the City is required, he may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work under Article 10 of the General Conditions. If relocation of a privately owned utility is required, the Contractor will notify the Utility to perform the work as expeditiously as possible. The Contractor shall fully cooperate with the County and Utility and shall have no claim for delay due to such relocation.
- E. The Contractor shall notify public and private utility companies in writing at least two, but not more than five full days (excluding Saturdays, Sundays, and legal holidays) before excavating near their utilities.

3.03 UTILITIES TO BE ADJUSTED

The owners of utility facilities which require relocation, removal, adjustment or replacement shall, if possible and feasible, perform this work prior to the commencement of the Contractor's work. Where utility work must be done in conjunction with the Contractor's work on the project or in conjunction with the work of other utilities, arrangements for when, how and where the operation is to proceed

shall be worked out among the parties concerned. If disputes arise, the Engineer shall decide the course of action to be taken.

3.04 UTILITIES CONFLICTING WITH OPERATIONS

Those utility facilities which do not conflict with the improvement, but which are obstructions to the operations required for installation or which are obstructions to the operations required for installation of which present unusual difficulty due to their close proximity to the area of the operations, shall be located with certainty by the owners of the utility prior to the arrival of the Contractor's operation which would be hindered by the utility facility. The Contractor is required to preserve the utility facility in place without damage and shall be responsible for damages sustained, if the utility owner has located the facility by exposing it to the view of the Contractor or has otherwise made the Contractor aware, with certainty, of the location of the facility. Any other arrangements that the Contractor may make with a utility owner as a substitute for the requirements of this Section shall require the approval of the Engineer, in writing.

3.05 MISLOCATED UTILITIES

The owner of a utility shall be wholly responsible for the proper location of his facilities which are affected by construction work performed according to these specifications. Improperly located or mislocated facilities which are damaged during construction shall be the responsibility of the utility, providing proper notification has been given.

*** * END OF SECTION * ***

SECTION 01045
CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the Work to include:

- A. Make its several parts fit together properly.
- B. Uncover portions of the Work to provide for installation of ill-timed work.
- C. Remove and replace defective work.
- D. Remove and replace work not conforming to requirements of the Contract Documents
- E. Remove samples of installed work as specified for testing.

1.02 SUBMITTALS

- A. Submit a written request to the Engineer well in advance of executing any cutting or alteration which affects:
 - 1. Work of the Owner or any separate contractor.
 - 2. Structural value or integrity of any element of the Project or work.
 - 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 4. Efficiency, operational life, maintenance or safety of operational elements.
 - 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
 - 1. Identification of the work.
 - 2. Description of affected work.
 - 3. The necessity for cutting, alteration or excavation.
 - 4. Effect on work of Owner or any separate Contractor, or on structural or weatherproof integrity of work.

-
5. Description of proposed work:
 - a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.
 6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
- C. Submit written notice to the Engineer designating the date and the time the work will be uncovered.

PART 2 PRODUCTS

2.01 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of products or performance or work.
- C. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with work until the Engineer has provided further instructions.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for the portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ original installer or fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract Documents.
- F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

*** * END OF SECTION * ***

SECTION 01050
FIELD ENGINEERING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall provide and pay for field engineering services for:
 - 1. Survey work required in execution of work.
 - 2. Civil, structural, or other professional engineering services specified or required to execute the Contractor's construction method.
- B. The method of field staking for the construction of the work shall be at the option of the Contractor. The Owner shall provide the engineering surveys to establish reference points which in his judgment are necessary to enable the Contractor to proceed with his work.
- C. The accuracy of any method of staking shall be responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.
- D. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until he has reestablished such points, marks, lines and elevations as may be necessary for the prosecution of the work.
- E. The Contractor shall retain the services of a competent surveyor, registered in the State of Mississippi, to layout the work and maintain a survey during construction. The Contractor shall be solely responsible for proper location of the work.

1.02 SURVEY REFERENCE POINTS

Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

- 1. Make no changes or relocations without prior written notice to the Engineer.
- 2. Report to the Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

1.03 PROJECT SURVEY REQUIREMENTS

- A. Establish temporary bench marks as needed, referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Record Drawings.
- B. Establish lines and levels, and locate and lay out, by instrumentation and similar appropriate

means:

1. Site improvements, including utility slopes and invert elevations.
 2. Batter boards for structures.
- C. From time to time, verify layouts by same methods.
- D. Establish all lines and grades prior to construction of site improvements.

1.04 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. At Contract closeout, submit a survey of installation of water mains, fire hydrants, and valves at the same scale as the Engineer's drawings indicating elevations and channel stationing at 100 foot increments.

1.05 SUBMITTALS

- A. On request of the Engineer, submit documentation to verify accuracy of field engineering work.
- B. Submit Drawings showing locations of all pipes and structures constructed. This Drawing shall be included with the Record Drawings.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Abbreviations and acronyms used in Contract Documents to identify reference standards are as indicated herein.

1.02 QUALITY ASSURANCE

- A. Applications: When a standard is specified by references, comply with requirements and recommendations stated in the standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.
- B. Publications Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

1.03 ABBREVIATIONS, NAMES, AND ADDRESSES OF ORGANIZATIONS

The following standards may be referenced in the Contract Documents. The contractor shall obtain copies of reference standards directly from the publication source when needed for proper performance of Work or when required for submittal by Contract Documents.

AAN	American Association for Nurserymen 1250 I Street N.W., Suite 500 Washington, DC 20005 (202) 789-2900
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W., Suite 225 Washington, DC 20001 (202) 624-5800
ACI	American Concrete Institute Post Office Box 19150 22400 W. Steven Mile Road Detroit, MI 48219 (313) 532-2600
ACPA	American Concrete Pipe Association 8320 Old Courthouse Road, Suite 201 Vienna, VA 22180 (703) 821-1990
AI	Asphalt Institute

	Asphalt Institute Building College Park, MD 20740-1802
AISC	American Institute of Steel Construction 400 North Michigan Avenue Chicago, IL 60611 (312) 670-2400
AISI	American Iron and Steel Institute 1133 15th Street N.W., Suite 300 Washington, DC 20005 (202) 452-7100
ANSI	American National Standard Institute 1430 Broadway New York, NY 10018 (212) 354-3300
ASCE	American Society of Civil Engineers 345 East 47th Street New York, NY 10017 1-800-548-ASCE 345 East 47th Street New York, NY 10017 (212) 705-7722
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103 (215) 299-5400
AWPA	American Wood Preserver's Association Post Office Box 849 Stevensville, MD 21666 (301) 643-4163
AWS	American Welding Society Post Office Box 351040 550 LeJeune Road, N.W. Miami, FL 33126 1-800-443-9353
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235 (303) 794-7711
CLFMI	Chain Link Fence Manufacturers Institute

	1776 Mass Avenue N.W., Suite 500 Washington, DC 20036 (202) 659-3537
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173 (312) 517-1200
DIPRA	Ductile Iron Pipe Research Association 245 Rivercase Parkway E., Suite 100 Birmingham, AL 35244 (205) 988-9870
FS	Federal Specification General Services Administration Specifications and Consumer Information & Distribution Section (WFSIS) 7 and D Street S.W., Room 654 Washington, DC 20407 (202) 472-2140
IEEE	Institute of Electrical and Electronic Engineers Service Center 345 E. 47th Street New York, NY 10017 (212) 705-7900
MDOT	Mississippi Department of Transportation P. O. Box 1850 Jackson, Ms 39215-1850 (601) 359-1213
MIL	Department of the Navy Navel Publications and Forms Center 5801 Torbor Avenue Philadelphia, PA 19120-5099 (215) 697-2667
NEC	National Electric Code National Fire Protection Association Batterymarch Park Quincy, MA 02269 (617) 770-3000
NEMA	National Electrical Manufacturer's Association 2101 L Street, NW, Suite 300 Washington, DC 20037 (202) 457-8400
NSPE	National Society of Professional Engineers

	1420 King Street Alexandria, VA 22314 (703) 684-2835
OSCI	Office of Standards Code and Information National Bureau of Standards Gaithersburg, MD 20899 (301) 975-4029
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 (312) 966-6200
PCI	Prestressed Concrete Institute 175 W. Jackson Blvd., Suite 1859 Chicago, IL 60604 (312) 786-0300
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association Post Office Box 70 Merrifield, VA 22116 (703) 790-9890
SSPC	Steel Structures Painting Council 4400 5th Avenue Pittsburgh, PA 15213 (412) 268-3327
UL	Underwriter's Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062 (312) 272-8800

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01200
PROJECT MEETINGS

PART 1 GENERAL

1.01 Requirements Included

- A. The ENGINEER shall schedule and administer a preconstruction meeting, construction progress meetings, and specially called meetings throughout the progress of the work. The ENGINEER will:
 - 1. Prepare agenda for meetings.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes; include significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes.
- B. The CONTRACTOR and representatives of, where appropriate, subcontractors and suppliers shall attend meetings. The representative shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend and identify at the meetings the actual status of the Contract Work and, when the Work is not being performed consistently with the Contract Documents and construction schedules, shall identify at the meetings the steps he is taking to resolve the inconsistency.

1.02 Pre-construction Meeting

- A. The CONTRACTOR shall participate in a preconstruction meeting to be held after the effective date of the Agreement and prior to the date of Notice to Proceed.
- B. The following are expected to be in attendance:
 - 1. OWNER'S Representative and other staff as appropriate.
 - 2. ENGINEER and his professional consultants as appropriate.
 - 3. ENGINEER's Resident Project Representative.
 - 4. CONTRACTOR's Representative and Construction Superintendent.
 - 5. Subcontractors as appropriate.
 - 6. Utility representatives as appropriate.
 - 7. Others as appropriate.
- C. The following matters are expected to be addressed:
 - 1. Distribution and discussion of:
 - a. List of major subcontractors.
 - b. Project construction schedules.
 - 2. Critical work sequencing.
 - 3. Project Coordination.
 - 4. Designation of responsible personnel.
 - 5. Procedures and processing of:

-
- a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
 6. Distribution of Contract Documents.
 7. Procedures for maintaining Record Documents.
 8. Use of premises:
 - a. Office, work and storage areas.
 - b. OWNER'S requirements.
 9. Construction facilities, controls and construction aids.
 10. Temporary utilities.
 11. Housekeeping procedures.
 12. Insurance certifications.
 13. Liquidated damages for delay.
 14. Weekly job meetings.
 15. Laboratory testing of material requirements.

1.03 Construction Progress Meetings

- A. Construction progress meetings will be held monthly with the first meeting 30 days or less after the date of Notice to Proceed.
- B. Special construction progress meetings will be held as required by progress of the Work.
- C. The following are expected to be in attendance:
 1. OWNER Representative and other staff as appropriate.
 2. The ENGINEER and his professional consultants as appropriate.
 3. CONTRACTOR's Representative and/or construction Superintendent.
 4. Subcontractors as appropriate.
 5. Suppliers as appropriate.
 6. Others as appropriate.
- D. The following matters are expected to be addressed:
 1. Review and approve minutes of previous meeting.
 2. Review of work progress.
 3. Field observations, problems, conflicts.
 4. Problems which impede Construction Schedule.
 5. Review of off-site fabrication, delivery schedules.
 6. Corrective measures and procedures to regain Construction Schedule.
 7. Revisions to Construction Schedule.
 8. Progress and schedule during succeeding work period.
 9. Payment applications and processing.
 10. Submittals.
 11. Maintenance of quality standards.
 12. Changes, substitutions, and Change Orders.

-
- 13. Review proposed changes for:
 - a. Effect on Construction Schedule and completion date.
 - b. Effect on other contracts of the Project.
 - 14. Other matters as appropriate.
 - 15. Record drawings.
- E. The CONTRACTOR shall be prepared to discuss the above topics and to make commitments for resolving deficiencies.
- F. The CONTRACTOR shall provide a current submittal log at each progress meeting in accordance with Section 01340.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01310
CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall comply with the General Conditions.
- B. Submit revised progress schedules periodically.

1.02 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal time scale; identify the first work day of each week.
 - 3. Scale and spacing: To allow for notations and future revisions.
 - 4. Minimum sheet size: 8-1/2 inches by 11 inches.
- B. Format of listings: The table of contents of the Contract Documents.
- C. Identification of listings: Items of work.

1.03 CONTENT OF SCHEDULE:

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show the dates for the beginning, and completion of each major element of construction.
 - 3. Show projected percentage of completion for each item, as of the first day of each month.
 - 4. Show an anticipated monthly payment schedule.
- B. Submittal Schedule for Shop Drawings, Product Data and Samples. Show:
 - 1. The dates for Contractor's submittal.
 - 2. The dates approved submittal will be required from the Engineer.

1.04 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.

1.05 SUBMISSIONS

- A. Submit initial schedules in accordance with the General Conditions.
 - 1. Engineer will review schedules and return review copy within ten (10) days after receipt.
 - 2. If required, Contractor shall resubmit within seven (7) days after return of review copy.
- B. Submit revised progress schedules with each Application for Payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01340

SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

PART 1 GENERAL

1.01 Requirements Included:

- A. The Contractor shall submit to the Engineer for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within fifteen (15) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way relieve the Contractor from submitting complete shop drawings, data, and samples in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting. This log should include the following items:
 - 1. Submittal Description and Number assigned.
 - 2. Date to Engineer.
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submittal.

1.02 Contractor's Responsibility

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- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp or evidence that the Contractor has not performed the required review will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
- B. Determine and verify:
1. Field measurements.
 2. Field construction criteria.
 3. Catalog numbers and similar data.
 4. Conformance with Specifications and indicate all variances from the Specifications.
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the Engineer with no exceptions taken.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. The Contractor shall submit five (5) copies of shop drawings and descriptive or product data submittal to complement shop drawings to the Engineer which will be retained for his use.
- G. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- H. The Contractor shall utilize a Sequential Numbering System for submittals (1-999). Resubmittals or confirming material shall be assigned a letter next to the submittal number, i.e. A= second submittal, B= third submittal, etc.
- I. Submittals shall include a certified statement of compliance to the requirements detailed in the specifications in addition to other submittal requirements. This certification shall be prepared by the manufacturer and not the local supplier. Validity of the authority and position of the person signing the certification shall be verified by a Notary Public. The statement of compliance shall address each point of conformance contained in the governing specifications with definite comments of either compliance or non-compliance. Statements of non-compliance with points of conformance shall be accompanied by a statement of

justification as to the reason for non-conformance and why the non-complying feature is considered to be either equal to or better than the specified feature. The Engineer will use the certified statement of compliance in his evaluation of the submittal rendering a judgment as to equality to the specified product and issuing a statement as to whether the product is acceptable for or rejected from incorporation into the work.

- J. When a manufacturer named in the controlling specification is chosen to supply a product and the details of manufacture, size, and installation are shown on this standard catalog cut sheets, the manufacturer may submit the certified statement of compliance as detailed above along with installation details specific to the work such as laying schedules, etc. as required, deleting the standardized catalog data.

1.03 Engineer's Review of Shop Drawings

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
- B. The review of drawings and schedules will be general, and shall not be construed:
1. as permitting any departure from the Contract requirements;
 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, omissions and materials;
- C. If the drawings or schedules as submitted describe variations per subparagraph (1.04.D), and show a departure from the Contract requirements which Engineer finds to be in the best interest of the Owner and to be so minor as not to involve a change in Contract Price or Time, The Engineer may return the reviewed Drawings without noting any exception.
- D. After the ENGINEER completes his review, the Shop Drawings will be marked with one of the following notations:
1. No Exceptions Taken.
 2. Make Corrections Noted.
 3. Revise and Resubmit.
 4. Rejected.
 5. Submit Specified Item.
- E. If a submittal is acceptable, it will be marked "No Exception Taken" or "Make Corrections Noted". Three copies of the submittal will be returned to the CONTRACTOR.
- F. Upon return of a submittal marked "No Exception Taken" or "Make Corrections Noted", the CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
- G. If a Shop Drawing action is "Make Corrections Noted" but has extensive corrections or corrections affecting other drawings or Work, the ENGINEER may require that the CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for

record purposes. In this case, the submittal will be marked "Make Corrections Noted-Resubmit".

- H. If a submittal is unacceptable, two copies will be returned to the CONTRACTOR with one of the following notations:
 - 1. "Revise and Resubmit"
 - 2. "Rejected"
- I. Upon return of a submittal marked "Revise and Resubmit", the CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Rejected" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, the CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.
- J. Submittals lacking adequate details or information to allow the ENGINEER to determine whether or not the submittal meets the intent of the Contract specifications shall be marked "Submit Specified Item" and returned without further comment.
- K. Shop Drawings or other submittals not bearing the ENGINEER'S "No Exception Taken" or "Make Corrections Noted" notations shall not be issued to Subcontractors nor utilized for construction purposes. No Work shall be performed or equipment installed without a drawing or submittal bearing one of these notations.
- L. In the event the CONTRACTOR obtains the ENGINEER'S approval for the use of equipment other than that which is shown or specified, the CONTRACTOR shall, at his own expense and using methods approved by the ENGINEER, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.
- M. Resubmittals will be handled in the same manner as first submittals. The Contractor shall direct specific attention to revisions other than the corrections requested by the Engineer on previous submissions by written details or markings on the resubmitted Shop Drawings. The Contractor shall make any corrections required by the Engineer.
- N. If the Contractor considers any correction indicated on the Drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- O. The Engineer will review a submittal/resubmittal a maximum of three times after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.
- P. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions or approval from the Engineer.

Q. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "NOT APPROVED" until resubmitted.

1.13 SHOP DRAWINGS

- A. Shop drawings shall be complete and detailed.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of contractor and subcontractor submitting drawing.
 - 5. Clear identification of contents and location of the work.
 - 6. Specification number and title.
- D. If Drawings show variations from Contract requirements because of standard Shop practice or other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such Drawings have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.
- F. The Contractor shall provide a list including the equipment name, address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.
- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required Shop Drawings. The

installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

- H. Only the Engineer will utilize the color red in marking Shop Drawing submittals.
- I. Before final payment is made, the Contractor shall furnish to Engineer five (5) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

1.13 Working Drawings

- A. Working drawings shall be considered to mean the Contractor's plans for temporary structures.
- B. Copies of working drawings as noted in subparagraph 1.02, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. The Engineer will not review working drawings but shall use them as information to monitor the work performed by the Contractor.

1.14 Samples

- A. The Contractor shall furnish for the review of the Engineer samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed and the Contractor shall prepay all shipping charges. Materials or equipment for which samples are required shall not be used in work until reviewed by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Name of Contractor and Subcontractor
 - 3. Material or Equipment represented
 - 4. Place of Origin
 - 5. Name of Producer and Brand (if any).
 - 6. Location in Project

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)

- C. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.06B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer under separate cover and the remaining copy shall be for the Contractor's records. Review of a sample shall be only for the characteristics or use named and shall not be construed to change or modify any Contract requirements.
- D. Reviewed samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. Samples which failed testing or were rejected will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor will employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

- A. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

Laboratory is not authorized to:

- A. Release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Approve or accept any portion of the Work.
- C. Perform any duties of the Contractor.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to Work, to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Owner may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.

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2. To obtain and handle samples at the Project site or at the source of the product to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test samples.
- F. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the Contractor's convenience and as approved by the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Material and equipment incorporated into the Work shall:

- A. Conform to applicable specifications and standards.
- B. Comply with size, make, type, and quality specified to the greatest extent possible, detailing all aspects and providing explicit reasons for parameters not in compliance and specifically approved in writing by the Engineer.
- C. Manufactured and Fabricated Products:
 - 1. Design, fabricate, and assemble in accord with the best engineering and standard shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be produced, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the Work without prior approval of the Engineer.
- B. The Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product along with references to the applicable section(s) of the specifications to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.06 of this Section.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the

specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Contractor will make arrangements for and pay for the tests. Where such tests confirm compliance with the specifications, the Owner will reimburse the actual charges of the testing firm paid by the Contractor.

- D. Contractor shall submit data and samples sufficiently early to permit consideration, approval, manufacture, and delivery of materials before they are necessary for incorporation in the work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.
- E. The materials and equipment used in the Work shall correspond to the approved samples or other data.

1.03 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of the Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to the Engineer. One complete set of the installation instructions shall be available for use on the job site during and through completion of the Work.
- B. Handle, install, connect, clean, condition and adjust products as required by the manufacturer's instructions and in conformity with specified requirements.
 - 1. Should the specified requirements conflict with the manufacturer's instructions, the manufacturer's instructions shall have priority unless changes are authorized in writing by the manufacturer.
 - 2. Should job conditions conflict with the manufacturer's instructions, consult with the manufacturer for clarification.
 - 3. Clarifications of installation instructions shall be issued only by the manufacturer, shall be in writing, and shall be distributed to all parties involved in the installation as stated above and prior to alteration of the installation procedures.
 - 4. Do not proceed with the Work without clear instructions concerning the specific installation procedures.
- C. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the manufacturer.

1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products as required by the currently approved construction schedule coordinating each delivery to avoid conflict with other work and conditions at the site.
 - 1. Deliver Products in a undamaged condition, in the manufacturer's original containers or packaging and with identifying labels intact and legible.
 - 2. Prior to accepting delivery, inspect shipments to assure compliance with approved submittal, and that the Products have been properly protected and are undamaged.
- B. Provide equipment and personnel to handle Products preventing soiling or damage to the Products or their protective packaging.

1.05 STORAGE AND PROTECTION

- A. Store Products in accord with manufacturer's instruction, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - 3. Store fabricated products above the ground, on blocking or skids, prevent spoiling, staining or corrosion. Cover products which are subject to deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.
 - 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- B. All materials and equipment to be incorporated in the Work shall be handled and stored in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and other injury, theft or damage.
- C. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All miscellaneous steel, structural steel and reinforcing steel shall be stored off the ground, kept free of accumulations of dirt and grease, and in areas free of standing water to minimize rusting. Precast concrete sections shall be handled and stored in a manner to prevent staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce staining, breaking, chipping, cracking, and spalling.
- D. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended, including aesthetics, shall be promptly removed from the site of the work.
- E. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections and exercise or rotate moving parts of stored products as required by the

manufacturer to assure that products are maintained under specified conditions and free from damage or deterioration.

- F. Provide substantial coverings as necessary to protect installed products from damage caused by traffic and subsequent construction operations. Remove the protective covering when no longer needed.
- G. The Contractor shall be responsible for all material, equipment, and supplies sold and delivered to the Owner under this Contract until final inspection of the Work and acceptance thereof by the Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance they shall be replaced by the Contractor.
- H. Should the Contractor fail to take proper action to properly store and handle equipment supplied under this Contract, the Owner retains the right to notify the Contractor in writing of the deficiencies, to correct all deficiencies and deduct the cost associated with these corrections from the contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administration, clerical, engineering and any other costs associated with making the necessary corrections.

1.06 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Products List:

Within fifteen (15) days after the Notice to Proceed, submit to the Engineer complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

B. Contractor's Options:

- 1. For Products specified only by reference standard, select any product meeting that standard.
- 2. For Products specified by naming one or more Products or manufacturers and "or equal", Contractor must submit a request as for substitutions for any Product or manufacturer not specifically named.

C. Substitutions:

- 1. For a period of thirty (30) days after the Effective Date of the Agreement, the Engineer will consider written requests from Contractor for substitution of Products.

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2. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the Product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance service, and source of replacement materials.
 3. The Engineer shall be the judge of the acceptability of the proposed substitution.
- D. Contractor's Representation:
- A request for a substitution constitutes a representation that Contractor:
1. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.
 2. Will provide the same warranties or bonds for the substitution as for the Product specified.
 3. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
 4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

1.07 SPECIAL TOOLS

Manufacturers of equipment and machinery shall furnish any special tools required for normal adjustment, operations and maintenance, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instructions in good order no later than upon completion of the Contract.

1.08 WARRANTY

For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's as stipulated in the specifications for each piece of equipment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01630

SUBSTITUTIONS

PART 1 GENERAL

1.01 General

Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions and shall contain complete data substantiating compliance of proposed substitution with Contract Documents.

1.02 Substitutions

- A. During a period of 60 days after execution of Contract, ENGINEER will consider written requests from CONTRACTOR for substitution of products or construction methods (if specified).
 - 1. After end of specified period, requests will be considered only in case of unavailability of products or other conditions beyond control of CONTRACTOR.
 - 2. If the CONTRACTOR proposes to use products other than named manufacturers in the technical Specification, the ENGINEER reserves the right to require the CONTRACTOR to submit information within the first 30 days after the NOTICE TO PROCEED verifying that the proposed equipment will comply with the Specifications.
- B. Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions, and shall contain complete data substantiating compliance of proposed substitution with the Contract Documents.
- C. In making request for substitution, CONTRACTOR represents:
 - 1. CONTRACTOR has investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - 2. CONTRACTOR will provide the same or better warranties or bonds for proposed substitution as for product or method specified.
 - 3. CONTRACTOR waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.
- D. Proposed substitutions will not be accepted if:
 - 1. They are only shown or implied on the Shop Drawings.
 - 2. Acceptance will require substantial revision of Contract Documents.
 - 3. They will change design concepts or Specifications.
 - 4. They will delay completion of the Work, or the work of other contractors.
- E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER'S prior written acceptance.
- F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a

special performance guarantee or other surety with respect to any substitute.

- G. If the ENGINEER determines that a proposed substitute is not equal to that specified or described in the Drawings or Specifications, CONTRACTOR shall furnish one of the brands or products specified or described, at no additional cost to the OWNER.
- H. Engineering Costs:
1. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute CONTRACTOR will reimburse the OWNER for the actual cost of the ENGINEER for evaluating any proposed substitute which either does not meet the requirements of the Drawings and Specifications, or the acceptance of which would require changes to other portions of the Work.
 2. CONTRACTOR shall reimburse OWNER for all associated engineering costs, including redesign, additional shop drawing reviews, investigations, consultant fees and revision of the Contract Documents required because of the substitution.
- I. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed therefore.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris waste paper, wood scraps, broken concrete, loose riprap, and other objectionable material along with the final cleanup of site(s) required for project acceptance. **DAILY CLEANUP IS REQUIRED.**

1.02 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties, free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- D. Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire Work is clean.

*** * END OF SECTION * ***

SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Maintain at the site for the Owner one record copy of:

- A. Conformed Drawings.
- B. Conformed Specifications.
- C. Change Orders and other Modifications to the Contract.
- D. Engineer's Field Orders or written instructions.
- E. Approved Shop Drawings, Working Drawings and Samples.
- F. Field Test records.
- G. Construction photographs.
- H. Latest, Approved Progress Schedule.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in a manner and location to prevent damage.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI section numbers.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Owner.
- E. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "record documents" for review by the Owner.

1.03 MARKING DEVICES

Provide felt tip marking pens for recording information in the color code designated by the Owner.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" with rubber stamp.
- B. Record information concurrently with construction progress and do not conceal any work until required information is recorded.
- C. Legibly mark drawings to record actual construction:
 - 1. The Contractor shall use the following color code in marking Contract Drawings:
 - a. Yellow for no change.
 - b. Red to indicate additions, deletions and changes.
 - 2. Elevations of various structure elements in relation to elevation datum.
 - a. Elevations referenced to control points established by the Owner's agent.
 - b. Specifically, elevations of drainage culvert inverts, ditch grades, top of roadway and driveway curbs, bridges, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original contract drawings.
- D. Specifications and Addenda; Legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review):

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- F. Certified site survey and line elevations and stationing at 100 foot increments and all points of change of direction of channel improvements (Section 01050) by a registered land surveyor.

1.05 SUBMITTAL

- A. At Contract close-out, deliver Record Documents to the Owner.
- B. Accompany submittal with transmittal letter in duplicate, containing:
1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Title and number of each Record Document.
 5. Signature of Contractor or his authorized representative.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01740

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds, as in Articles 5 and 13 of the General Conditions.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the Owner for review.

1.02 SUBMITTAL REQUIREMENTS

- A. Assemble and include warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, couplers, and subcontractors including effective dates.
- B. Number of original signed copies required. Two (2) each.
- C. Table of Contents. Neatly typed in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning warranty, and bond.
 - 5. Duration of warranty.
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
 - 7. Contractor, name of responsible principal, address and telephone number.

1.04 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8-1/2-inches x 11-inches, punch sheets for standard 3-post binder.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2-inches, "D" ring.

1.05 WARRANTY REQUIREMENTS

- A. For all components of the work, unless stated otherwise in these specifications for each individual item of equipment, submit a written warranty from the manufacturer to replace promptly any component thereof which, in the sole opinion of the Engineer, has defects in design, workmanship, materials, or performance within a one (1) year period following the date of acceptance for operation (Substantial Completion) by the Owner. The manufacturer's warranty period shall be concurrent with the Contractor for one (1) year, unless otherwise specified, commencing at the time of acceptance for operation (beneficial use) by the Owner and shall be read in conjunction with the Contractor's warranty which shall operate together to provide for replacement of defective components and restoration of proper operation. The Contractor shall be solely responsible for both warranties and the warranty below.
- B. 25-Year Warranty applicable to all lighting equipment including poles, luminaires, drivers, cross arms, contactors, and control panel(s): Each manufacturer shall supply a signed warranty covering the system's components for 25 years from the date of shipment. Warranty shall guarantee specified light levels. Manufacturer shall maintain specifically-funded financial reserves to insure fulfillment of the warranty for the full term. Warranty may exclude damage caused by weather events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.
- C. Maintenance: Manufacturer shall monitor the performance of the lighting system (maintain 30 foot candles during warranty period), including on/off status, hours of usage and luminaire outage for 25 years from the date of equipment shipment. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted. Manufacturer is responsible for removal and replacement of failed luminaires, including all parts, labor, shipping, and equipment rental associated with maintenance. Owner shall be responsible to check fuses in the event of a luminaire outage.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 16010

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 Governing Clause

The phrase "CONTRACTOR shall furnish and install" unless specified or indicated otherwise, shall be omitted for the sake of brevity in these specifications. However, these phrases are implied. Any mention of material and/or operations in the specifications or drawings will require CONTRACTOR to furnish and install such materials and perform each and every operation required for a complete and operable system and to the complete satisfaction of the ENGINEER. The drawings are diagrammatic and may not necessarily show each and every wire, conduit, conduit routing, junction electrical box and/or final connection required for all pieces of equipment. However, the intent of this paragraph is to require that the CONTRACTOR furnish labor and materials to make all required final electrical power connections whether or not shown to all equipment shown on the drawings issued as bidding documents for this project.

1.02 General Conditions

- A. General Conditions, Supplementary General Conditions, Information to Bidders, General Requirements, Special Conditions, Addenda, Wage Rates, and other pertinent documents issued under these specifications and shall be complied with in every respect as though fully written herein.
- B. Notwithstanding Any Reference in the Specifications to Any Article, Device, Product, material, fixture, form or type of construction by name, make or catalog number, such reference shall be interpreted as establishing a standard of quality and performance and shall not be construed as limiting competition; and in such cases, may at his option use any article, device, product, material, fixture, form or type of construction which in the final judgment of the ENGINEER expressed in writing, is an approved equal to that specified.

1.03 Record Drawings and Operating and Maintenance Manuals

Furnish to the ENGINEER at job acceptance and completion, the following in compliance with Section 01720:

- A. Record Drawings: One set of blue line prints marked in black, showing an accurate location of all variations of the work actually installed related to the original drawings. The drawings shall include all approved and installed Change Orders, field condition changes, and other variations from the original plans and specifications.
- B. Operation and Maintenance Manuals: Furnish three copies of an operation and maintenance manual for each electrical system and for each piece of equipment. Three copies of the complete manuals bound in a 3-inch, 3-ring black binder with color coded tabs as directed by the ENGINEER labeling all shop drawings, approved manufacturers brochures, control diagrams, maintenance instructions and other data required by the contract documents reflecting the record fabrication and installation of all systems or equipment installed. One

manual shall be furnished prior to the time that the system or equipment tests are performed. The remaining two manuals shall be furnished to the ENGINEER before the contract is closed out.

- C. The following identification shall be inscribed in minimum : 3/4"-high alphabet type letters on the outside front corner: The words "OPERATING AND MAINTENANCE MANUAL", the name and location of the project and the contract number. The manual shall include the names, addresses, and telephone number of each subcontractor. Installing equipment and systems, the local manufacturer's representative for each item of equipment and each system. This information shall be contained on the first page of the binder. Lettering shall be permanent signage and not stick-on type.
- D. The manual shall have a typewritten table of contents with the tab sheets placed before instructions covering the subject. The instruction sheets shall be legible with large sheets of drawings folded in. The manual shall include a system layout showing circuits, devices, and controls; control diagrams with explanation of operation and control of each component; start-up control sequence, and operation; a detailed description of the function of each principal component of the system; the procedure for starting; the procedure for operating; shut-down instructions; installation instructions, maintenance and overhaul instructions; lubrication schedule including type, grade, illustrations; test procedures; performance data; and parts list. The parts list for equipment shall indicate the sources of supply, recommended spare parts, and the service organization which is reasonably convenient to the site. The manual shall be complete in all respects for all equipment, controls, and accessories provided.

1.04 Tests and Inspections

The complete job shall be, during actual construction, and for the warranty provision period, subject to the supervision of the ENGINEER and will have the following tests and inspections conducted without any additional cost to the contract.

- A. By ENGINEER'S inspections and tests conducted by him or for him in his presence. Upon written notice, CONTRACTOR shall furnish not to exceed two men, one to include the job foreman and tools to assist and be directed by the ENGINEER for a reasonable amount of time to make such tests and inspections as are requested by the ENGINEER pertaining to the safety and operation of any device or system installed.
- B. By complete insulation break-down tests with a megger of each and every branch circuit, and service entrance. All 600 volt conductors shall meet a minimum of resistance of 1,000,000 OHMS. Tests shall be performed prior to any connections to overcurrent devices, devices or equipment. All readings shall be made in the ENGINEER'S presence or his authorized representative and a type-written report of same submitted to him before the job is subject to his approval. The manufacturer, cat. no. and type or megger shall be noted on the report.
- C. By any federal, state or local authority having jurisdiction of the project.
- D. By the Mississippi State Rating Bureau. After inspection by this agency, corrections of any deficiencies shall be made which were found adversely affecting the insurance to be carried

by the OWNER. Acceptance of the Rating Bureau's report or subsequent reports lie with the ENGINEER or OWNER. Electrical contractor/subcontractor shall pay all cost for this work.

- E. Properly phase out the entire electrical system to balance all loads as close as possible.
- F. Certified Test Reports: Before any equipment or materials are delivered to the project site, certified copies of all test reports specified in the individual sections of this specification shall be submitted to the ENGINEER for his approval.

1.05 Guarantee

- A. Guarantee to the OWNER all work performed and all equipment installed under this contract shall be free from defects in workmanship and materials for a period of one year unless noted otherwise from date of final written acceptance by the ENGINEER and the OWNER.
- B. Defects shall be corrected arising during this one year period at the CONTRACTOR'S own expense, upon written notice of the OWNER or his authorized representative.

1.06 General Information

- A. Plans are diagrammatic. Judgment and care shall be exercised to install all electrical work in a practical manner which shall function properly and fit the construction and finishes. Electrical devices not shown or specified which shall be required or any device or system to produce a complete and operative system shall be brought to the ENGINEER'S attention at least five days prior to the bid date in order for such devices to be noted or clarified in an addendum, otherwise furnished at his own expense.
- B. Cooperate with others in laying out work so that the electrical phase of the work will properly fit the construction and finishes. Space requirements, etc. other than that shown on the plans required to facilitate the electrical construction, shall be brought to the ENGINEER'S attention prior to commencing any work so that proper action may be taken to remedy this.
- C. Exact location of equipment shall be determined on the job. Do not scale electrical drawings for exact location of any equipment. All mounting heights shall be verified prior to rough-in.
- D. ENGINEER reserves the right to change the location of any equipment improperly installed and to change the exact location of any equipment connection location up to twenty feet prior to rough-in with no additional cost to the contract.
- E. Circuit grouping, conduit or cable runs are indicated diagrammatically with number of conductors shown in each raceway to clarify the operation and function of various systems. Provide the proper number of conductors and conduits or cables to produce an operative system as specified herein. Where conductors not shown, consult manufacturer's recommendations.
- F. Branch circuit shall be indicated as 2 or 3 wire circuits unless otherwise noted. No two ungrounded conductors will be connected to the same ungrounded main in any panel. There shall be no splicing of branch circuit conductors in any panel, safety switch or non-automatic circuit breaker in separate enclosures.

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- G. All materials shall be new (unless otherwise noted on the drawings or specified herein) and of approved equal or superior quality to those specified. All equipment or materials shall conform to the latest requirements of Underwriter's Laboratories, National Electrical Code, National, State or local agency having jurisdiction, American National Standards Institute (ANSI), National Electrical Safety Code and National Fire Protection (NFPA) Codes.
 - H. All conductors shall be color coded as specified herein. All conductors not complying with the specified color code shall be removed and replaced solely at the electrical subcontractor's expense.
 - I. All materials, devices, equipment, etc. shall be installed, tested and connected in strict compliance with manufacturer's recommendations.
 - J. Install all materials, equipment, devices, etc. in a neat and workmanlike manner. Use only experienced labor or employ appropriate subcontractor to do all cutting and patching necessary for the installation of his materials.
 - K. Protect from damage all apparatus and equipment furnished on this project. Equipment and materials shall be properly stored and adequately protected and carefully handled to prevent damage before and during installation. Equipment and materials shall be handled, stored and protected in accordance with the manufacturer's recommendations and as approved by the ENGINEER. Electrical conduit shall be stored to provide protection from the weather and accidental damage. Plastic conduit shall be stored on even supports and in locations not subject to direct sun rays or excessive heat. Cables shall be sealed, stored and handled carefully to avoid damage to the outer covering or insulation and damage from moisture and weather. Any piece of equipment or material marred or damaged shall be repaired, repainted and/or replaced to the complete satisfaction of the ENGINEER.
 - L. Any piece of equipment, switch, device, etc. shown mounted on and/or adjacent to any installed equipment which, if installed, may impair the proper operation of that equipment, shall be removed by the electrical contractor/subcontractor as required in order that installed equipment shall function properly. ENGINEER shall be notified immediately if any such condition exists.

1.07 Removal of Salvage Material and Debris

It shall be the responsibility of the CONTRACTOR to have all trash, salvage material, etc. related to the electrical work completely removed from the project site at all times during construction.

1.08 Trenching and Backfilling

- A. All trenching shall be done by mechanical means and all sides straight and vertical. Width of trenches shall not exceed eight inches on either side of placed equipment.
- B. All backfill shall be made with red sand (unless otherwise specified) and packed by mechanical means every six inches and left with a six-inch layer above finish grade to allow settling unless asphalt or concrete topping is to be provided.

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- C. Where required by safety or recommended standards and where any excavated trench or hole is more than five feet deep, install shoring on all sides to protect against sides caving in. Shoring method and material shall be the CONTRACTOR's responsibility.

1.09 Cutting, Patching, Finishing and Painting

- A. The CONTRACTOR shall be responsible for all cutting required to install his work. All existing walls shall be carefully trenched, cut, etc. to depths required to completely recess conduit and boxes. Where masonry walls are encountered, blocks and/or brick shall be carefully saw cut to exact box dimensions and conduit shall be routed in cavities, air spaces, etc.
- B. It shall be the responsibility of the CONTRACTOR to have all patching, finishing, painting, etc. done by qualified personnel related to his work.
- C. It shall be the responsibility of the CONTRACTOR to have all exposed conduit, piping and wireways painted where exposed in any space or location.

1.10 Corrosion Protection

It is the intent of these specifications to have all joints, connections, etc. exposed to climatic conditions to be completely watertight using the following:

- A. Nylon gland rings on all Liquid-tite conduit connectors.
- B. Nylon gland rings on all locknuts installed in boxes subject to moisture.
- C. Insulated throat connectors on all compression connectors.
- D. Corrosion inhibitors shall be placed in all environmental, control panels, exposed to damp or wet locations. Inhibitors shall be an approved equal to "Hoffman" A-HCI-1, A-HCI-5 and A-CI-40 and shall be sized in accordance with volume content of the device to be protected.
- E. Where equipment is exposed to severe conditions such as salts, acids, alkalies, sewer gases, etc., all equipment shall be sprayed inside and out with two coats of General Electrical Glyptal No. 1201-A or an approved equal.

1.11 Project Site Inspection

It shall be the responsibility of the CONTRACTOR to visit the proposed sites and make his own observation of the work to be done under the plans and specifications and same shall be contained in his bid proposal. Failure to do so will not relieve him of any responsibility and will not be justification for requesting additional money from the OWNER.

1.12 Coordination of Existing Utilities

It shall be the responsibility of the CONTRACTOR to coordinate all existing utilities location both overhead and underground and verify their locations with the various utilities prior to commencing any work. CONTRACTOR shall call Mississippi One Call 811 and obtain a utility location request

number and refer to this number each time a utility company is notified of diggings or trenching near their utilities. Failure to do this shall not relieve him of any responsibility and will not be justification for requesting additional money from the OWNER due to damage of any of these utility lines.

1.13 Construction Tools, Utilities and Buildings

The CONTRACTOR shall furnish all tools, utilities, job office and storage buildings required for his use and to protect all electrical equipment as directed by the ENGINEER.

1.14 Payment Items

Progress payments shall be made to the CONTRACTOR based on the percentage of work performed on various payment items. The electrical payment items shall be included with the preliminary schedule of values and payment requests submitted by the CONTRACTOR.

1.15 Manufacturer's Recommendations

Where installation procedures are specified to be in accordance with the recommendations of the manufacturer of the material or equipment being installed, printed copies of these recommendations shall be furnished to the ENGINEER by the CONTRACTOR prior to installation. Installation of the item will not be allowed to proceed until the recommendations are received. Failure to furnish these recommendations can be cause for rejection of the material.

1.16 Submittals

Specific items requiring submittals shall be as specified herein. Shop drawings shall be submitted and approved before procurement, fabrication or delivery of such items to the project site. Partial submittals are not acceptable; such submittals will be returned without review.

- A. Manufacturer's Data: Submittals for each manufactured item shall be manufacturer's descriptive literature, equipment drawings, diagrams, performance and characteristic curves and catalog cuts. Each submittal shall include the manufacturer's name, trade name, catalog model or number, nameplate data, size, layout dimensions, capacity, specification reference, applicable federal, military and industry specification references and all other information necessary to establish contract compliance.
- B. Shop drawings shall show types, sizes, accessories, elevations, plans, sectional view, installation details, elementary diagrams and wiring diagrams. Wiring diagrams shall identify circuit terminals and shall indicate the internal wiring for each item of equipment and the interconnection between the items. Drawings shall also indicate adequate clearance for operation, maintenance and replacement of operating equipment devices. If any equipment is disapproved, the drawings shall be revised to show acceptable equipment and be resubmitted.
- C. Standards Compliance: When materials or equipment must conform to the standards of organizations such as the American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), National Electrical Manufacturer's Association (NEMA) and Underwriters' Laboratories (UL), proof of such conformance shall be submitted to the ENGINEER for approval. If any organization uses a label or listing to indicate compliance with a particular standard, the label or listing will be acceptable evidence, unless otherwise

specified in the individual sections. In lieu of the label or listing, the CONTRACTOR shall submit a certificate from an independent testing organization, which is competent to perform acceptable tests and is approved by the ENGINEER. The certificate shall state that the item has been tested in accordance with the specified organization's test methods and that the item conforms to the specified organization's standard. For materials and equipment whose compliance with organizational standards or specifications is not regulated by an organization using its own listing or label as proof of compliance, a certificate of compliance from the manufacturer shall be submitted for approval. The certificate shall identify the manufacturer, the product and the referenced standard and shall simply state that the manufacturer certifies that the product conforms to all requirements of the project specification and of the referenced standards listed.

PART 2 - PRODUCTS

2.01 Materials and Equipment

All materials, equipment and devices shall, as a minimum standard, meet the requirements of UL where UL standards are established for those items and the requirements of NFPA 70. All items shall be new unless specified or indicated otherwise.

2.02 Nameplates

Fed. Spec. L-P-387. Provide laminated plastic nameplates for each panel, transformer, relay, contactor, starter, safety switch and device. Each nameplate inscription shall identify the equipment and serving panel, and when applicable, the location. Nameplates shall be melamine plastic, 0.125-inch thick, white with black center core. Surface shall be matte finish. Corners shall be square. Accurately align lettering and engrave into the black core. Minimum size of nameplates shall be as follows:

- A. Style No. 1: 1.0 inch by 2.5 inches for panelboard and terminal cabinet enclosures.
- B. Style No. 2: 0.5 inch by 1.5 inches for safety switches, enclosed individually mounted circuit breakers, small junction/terminal boxes, etc.

2.03 Warning Signs

ANSI Z35.1. Provide warning signs for the electric panel boards. Provide signs with the legend "DANGER HIGH VOLTAGE KEEP OUT" printed in three lines of nominal 3-inch high letters.

PART 3 - EXECUTION

3.01 Nameplate Mounting

Provide number, location and letter designation of nameplates. Fasten nameplates to the device or enclosure with a minimum of two oval head stainless steel screws.

3.02 Painting of Equipment

- A. Factory Applied: Electrical equipment shall have factory-applied painting systems which shall, as a minimum, meet the requirements of NEMA ICS 6 corrosion-resistance test.

- B. Field Applied: Paint electrical equipment as required to match finish or to meet safety criteria. Painting shall be a minimum of three coats consisting of primer and two finish coats. Touch-up paint of all equipment shall be required where equipment has become damaged as a result of handling, rusting, etc. Paint shall be applied in even three coats, consisting of prime coat and two finish coats. See plans for special PVC applications.

END OF SECTION

SECTION 16020
CODES AND STANDARDS

PART 1 - GENERAL

1.01 Description

The following codes and standards shall be complied with as though fully written herein in these specifications and shall be applicable to CONTRACTOR, supplier and manufacturer. Dates and amendments shall be the latest edition thereof in force at time of project bid date. Bidders shall be responsible for obtaining their own copies of these codes and standards and pay all cost thereof. Bidders may request addresses of codes and standards issuing agency from ENGINEER in writing in sufficient time to obtain required copies from issuing standards institute.

- A. National Fire Protection Association (NFPA)
 - NFPA 70 National Electrical Code (N.E.C.)
 - NFPA 78 Lightning Protection Code
 - NFPA 77 Recommended Practice on Static Electricity

- B. American National Standards Institute (ANSI)
 - ANSI B16.11 Forged Steel Fittings, Socket Welding and Threaded
 - ANSI C57.12.01 General Requirements for Dry-Type Distribution and Power Transformers
 - ANSI C57.12.91 Test Code for Dry-Type Distribution and Power Transformers
 - ANSI Z35.1 Accident Prevention Signs
 - C80.1 Specification for Rigid Steel Conduit, Zinc-Coated

- C. Occupational Safety and Health Act (OSHA) Requirements

- D. Underwriters Laboratories (UL)
 - UL 6 Rigid Metallic Conduit
 - UL 50 Cabinets and Boxes
 - UL 360 Liquid-Tite Flexible Steel Conduit
 - UL 467 Grounding and Bonding Equipment
 - UL 486A Wire Connectors and Soldering Lugs for Use with Copper Conductors
 - UL 468C Splicing Wire Connectors
 - UL 489 Molded Case Circuit Breakers
 - UL 508 Enclosures
 - UL 510 Insulating Tape
 - UL 514A Outlet Boxes and Fittings
 - UL 651 Schedule 40 and 80 Rigid PVC Conduit
 - UL 854 Service-Entrance Cables
 - UL 869 Service Equipment
 - UL 943 Ground-Fault Circuit Interrupters
 - UL 1059 Terminal Blocks
 - UL 1449 Transient Voltage Surge Suppressors
 - UL 1561 Dry-Type General Purpose and Power Transformers
 - UL 1581 Reference Standard for Electrical Wires, Cables and Flexible Cords

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- E. National Electrical Manufacturer's Association (NEMA)
- | | |
|------|--|
| WC3 | Rubber-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy |
| TC3 | PVC Fittings for Use with Rigid PVC Conduit and Tubing |
| RN1 | PVC Externally Coated Rigid Galvanized Steel Conduit and Electrical Metallic Tubing |
| ICS1 | General Standards for Industrial Control and Systems |
| ICS2 | Standards for Industrial Control Devices, Controllers and Assemblies |
| ICS6 | Terminal Blocks for Industrial Control Equipment and Systems |
| TC2 | Electrical Plastic Tubing (EPT) and Conduit EPC-40 and EPC-80 |
| TR1 | Transformers, Regulators and Reactors |
| WD1 | General Purpose Wiring Devices |
| LA1 | Surge Arrestors |
- F. Institute of Electrical and Electronic Engineers (IEEE): Standard Dictionary of Electrical and Electronics Terms
- G. American Society for Testing and Materials (ASTM)
- | | |
|------|---|
| A53 | Pipe, Steel, Black and Hot-Dipped Zinc-Coated |
| A123 | Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products |
| A153 | Zinc Coating (Hot-Dip) on Iron and Steel Hardware |
| B8 | Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard or Soft |
| A525 | General Requirements for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process |
| A780 | Repair of Damaged Hot-Dip Galvanized Coatings |

PART 2 - PRODUCT NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION

SECTION 16030

ELECTRICAL SYSTEMS SCHEDULE

PART 1 - GENERAL

1.01 DESCRIPTION

- A. CONTRACTOR to furnish all materials and labor and perform all operations, including, but not limited to, coordination with general construction shop and field drawings, manufacturer's recommendations and installation instructions, to produce a complete and operative system. It is specifically noted that the plans are diagrammatic and the specifications are descriptive and do not show every piece of equipment, conduit, wiring boxes, etc.; however, where any mention of a system or system operation is indicated in the contract documents, CONTRACTOR shall provide material and labor for that system to be fully operational to the satisfaction of the ENGINEER and OWNER.
- B. The following operative systems shall be applicable to this project.
1. Secondary underground 480-volt service and distribution system, complete with conduit, conductors, termination lugs, trenching and backfill, and testing.
 2. Site power system (600-volt and below) complete with final electrical connections to all panels, auxiliary equipment controls, distribution equipment, transformers, lights, etc.
 3. Lighting systems complete with fixtures, accessories, mounting hardware, lamps, poles, etc.
 4. Grounding protection system complete with wiring, connectors, ground rods, exothermic connections, compression connectors and certification from supplier.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION

SECTION 16040

BASIC MATERIALS AND METHODS

PART 1 - GENERAL

1.01 Description

- A. Equipment and materials specified by manufacturer's name and catalog number or an approved equal by the ENGINEER unless otherwise specifically stated herein.
- B. CONTRACTOR shall submit to the ENGINEER in triplicate, typewritten copies of all electrical materials and equipment proposed for use on the project within ten (10) days after award of contract. If this list is not received prior to fifteen (15) days after award of contract, CONTRACTOR is required to furnish specified items by manufacturer and catalog number.
- C. Verbal or written requests by sales agents, manufacturer's agents, CONTRACTOR'S or subcontractors for substitutions of specified equipment by manufacturer and catalog number prior to opening of bids will not be considered or approved. In no case will prior approval be given verbally or in writing of any equipment whether specified by manufacturer and catalog or not prior to opening of bids.
- D. CONTRACTOR shall not place any orders or release shipment of any piece of equipment or materials until all formal submittals have been approved by ENGINEER including any supplemental submittal requirements requested by the ENGINEER.
- E. Samples of any equipment or materials may be required at the ENGINEER's request. This shall apply to specified items and substituted items. Samples shall be made available to the ENGINEER at his designated location. Special equipment such as motor control centers, generators, automatic transfer switch, radio equipment, fire alarm or intrusion alarm systems would be required to be set up and inspections made available at the manufacturer's plant locations. All expenses for travel, per diem, etc. will be paid for by the CONTRACTOR. This expense may include an OWNER'S representative.
- F. The ENGINEER's opinion shall be final and binding on the approved equal status for equality of any substituted item from that listed by manufacturer and/or manufacturer catalog number.
- G. Submittals for approval by ENGINEER shall include shop drawings, manufacturer's brochures and data sheets, samples where required such as paint, waterproofing, marking tape, wiring and cable; test reports, testing procedures, finishes, etc. Refer to Section 01340.
- H. Submittals shall be required, but not limited to, the following:
 - 1. Transformers.
 - 2. Wire and cable
 - 3. Conduit and fittings
 - 4. Boxes, covers and plates
 - 5. Branch circuit compression connectors
 - 6. Marking and identification devices

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7. Grounding system
 8. Paint
 9. Lighting fixtures
 10. Panelboards
 11. Metering Equipment
 12. Miscellaneous as shown on drawings
 13. Lamps
 14. Poles

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION

SECTION 16050
UTILITY SERVICE

PART 1 - GENERAL

1.01 Description

- A. Scope: Furnish all labor materials, equipment and incidentals required to provide electric utility service for the project from the serving utility. The services consist of one 4-wire services, 277/480-volt 3-Phase Services. In general, the following work shall be performed by the Contractor.
 - 1. Ball field complex secondary wiring from pad-mounted transformer service to all panels and devices. All lighting and miscellaneous components.
- B. Coordination: Contractor shall make all arrangements with regard to the service connections required. It shall be the responsibility of the Contractor to fully coordinate with the serving utility requirements.
- C. Work performed by others: The following work will be performed by the serving utility: Supply of distribution transformer and primary lines.

1.02 Quality Assurance

Work in connection with electric utility shall be done in strict conformance with the requirements of the serving utility.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 16111
CONDUIT AND FITTINGS

PART 1 - GENERAL

1.01 Description

- A. Metal conduit.
- B. Flexible metal conduit.
- C. Liquid-Tite flexible metal conduit.
- D. Non-metal conduit.
- E. PVC-coated metal conduit.
- F. Fittings and conduit bodies.

1.02 Related Sections

- A. Section 16130, Boxes.
- B. Section 16170, Grounding and Bonding.
- C. Section 16190, Supporting Devices.
- D. Section 16195, Electrical Identification.

1.03 References

- A. ANSI C80.1 – Rigid Steel Conduit, Zinc Coated
- B. ANSI/NEMA PB 1 – Fittings, Cast Metal Boxes and Conduit Bodies for Conduit and Cable Assemblies.
- C. ANSI/NFPA 70 – National Electrical Code.
- D. NECA "Standard of Installation".
- E. NEMA RN 1 – Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.
- F. NEMA TC 2 – Electrical Plastic Tubing (EPT) and Conduit (EPC-40 and EPC-80)
- G. NEMA TC 3 – PVC Fittings for Use with Rigid PVC Conduit and Tubing.

1.04 Design Requirements

Conduit Size: ANSI/NFPA 70 (unless noted otherwise on the drawings and contained herein.

1.05 Submittals

- A. Submit under provisions of Section 16010 and Section 01340, Shop Drawings, Project Data and Samples.
- B. Product Data: Provide for metallic conduit, Liquid-tite flexible metal conduit, non-metallic conduit, conduit bodies and fittings.

1.06 Project Record Documents

- A. Submit under provisions of Section 16010.
- B. Accurately record actual routing of all underground conduits and mark on record drawings.

1.07 Field Samples

- A. Provide under provisions of Section 16040.
- B. Provide field sample of PVC-coated steel conduit, one each at two feet long.
- C. Provide field sample of connectors and fittings.

1.08 Delivery, Storage and Handling

- A. Deliver, store, protect and handle products to site.
- B. Accept conduit on site. CONTRACTOR shall, prior to acceptance, inspect for damage.
- C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
- D. Protect PVC conduit from sunlight.

1.09 Project Conditions

- A. Verify all field measurements as required or shown on drawings.
- B. Verify routing and termination locations of conduit prior to rough-in.
- C. Conduit routing is shown on drawings in approximate locations unless dimensioned. Route as required parallel and perpendicular to structures.

PART 2 - PRODUCTS

2.01 Conduit Requirements

- A. All wiring shall be installed in conduit, including power and low voltage unless otherwise noted on drawings as Direct Burial.
- B. Minimum size conduit shall be as follows: 2-inch for power and branch circuit wiring, unless noted otherwise on the drawings.
- C. Conduit shall be installed in accordance with the following schedule:
 - 1. In all poured construction concrete, **thick** wall galvanized rigid steel conduit (GRC) or Schedule 80 PVC.
 - 2. In exposed locations outdoors: Galvanized thick wall rigid steel (GRC).
 - 3. Underground installations: Schedule 40 PVC.

2.02 Fittings

- A. Where conduits, 2-inch through 1-inch conduits, enter junction boxes, pullboxes, panels, cabinets, gutters, etc. use insulated throat connectors, Raco Cat. #1003 and 1004, Locknuts #1133 and 1134, insulated throat bushing and #1222, 1223, and 1224, insulated throat ground bushings for rigid conduit, Raco Cat. #2912, 2913, 2914, for EMT. Raco Cat. #3302, 3303, 3304 for flexible metal conduit. Raco Cat. 3512, 3513 and 3514 for Liquid-Tite connectors. Conduits 13-inch and above entering junction boxes, pullboxes, panels, cabinets, gutters, etc. shall have insulated throat grounding bushings equal to Raco Cat. #1225, 1226, 1228, 1230, 1232, 1234 and 1236.
- B. Only threaded joint connectors and malleable iron no thread compression box connectors shall be used on rigid conduit. No fittings requiring set screws or indoor type applications, including BM connectors, will be allowed.

2.03 Conduit Straps and Hangers

Two-hole push-on stamped straps Raco Cat. #2232, 2233, 2234, 2235, 2236 and 2238 for rigid conduit. These anchors shall be used on surface areas such as concrete, masonry, wide flange beams, columns and wood. All screws shall be stainless steel.

2.04 Expansion and Seal off Fittings

Install seal-off fittings where required by code or shown on the drawings for the job. Fittings shall be Crouse-Hinds Type EYS for vertical runs, Type EZS for horizontal and vertical runs, or Type EYS elbow seals, or approved equal in Killark or Appleton. All seals shall be properly installed using a non-hardening sealing compound and shall be sealed as soon as cable is installed.

2.05 Rigid Metal Conduit

- A. Manufacturers:
 - 1. Allied
 - 2. Wheatland

-
- 3. Republic
 - 4. Approved equal

B. Rigid Galvanized Steel Conduit (GRC): ANSI C801. UL 6.

2.06 PVC-Coated Metal Conduit

- A. Manufacturers:
 - 1. Robroy
 - 2. Approved equal.
- B. Description: NEMA RN1; rigid steel conduit with external and internal PVC coating, 20 mil, 0.05 mm thick.
- C. Fittings and Conduit Bodies: ANSI/NEMA FB1; steel fittings with external and internal PVC coating to match conduit.

2.07 Liquid-tight Flexible Metal Conduit

- A. Manufacturers:
 - 1. Alfex
 - 2. Anamet
 - 3. AFC
 - 4. Approved equal
- B. Description: Interlocked aluminum construction with PVC jacket.
- C. Fittings: ANSI/NEMA FB1.

2.08 Non-metallic Conduit

- A. Manufacturers:
 - 1. Carlon
 - 2. Approved equal
- B. Description: NEMA TC2; Schedule 40 PVC.
- C. Fittings and Conduit Bodies: NEMA TC3.

PART 3 - EXECUTION

3.01 Installation

- A. Install conduit in accordance with NECA "Standard of Installation".
- B. Install non-metallic conduit in accordance with manufacturer's instructions.
- C. Arrange supports to prevent misalignment during wiring installation.

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- D. Support conduit using coated steel straps with stainless steel screws.
 - E. Fasten conduit supports to structures and surfaces under provisions of this section.
 - F. Do not support conduit with wire or perforated pipe straps in any type structure. Remove wire used for temporary supports.
 - G. Route all conduit, whether exposed or concealed, parallel and perpendicular to structures, etc.
 - H. Route conduit in and under slab or above ceiling from point-to-point.
 - I. Maintain 12-inch (300 mm) clearance between conduit and surfaces with temperatures exceeding 104E F. (40E C.).
 - J. Bring conduit to shoulder of fittings, fasten securely.
 - K. Join non-metallic conduit using cement as recommended by manufacturer. Wipe non-metallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for 20 minutes, minimum.
 - L. Use conduit hubs for sealing locknuts to fasten conduit to cast boxes. All conduit entering top or sides of all junction boxes, pullboxes, wiring gutters, etc., exposed to weather shall have myers hub connectors.
 - M. Install no more than equivalent of four 90-degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use factory elbows for bends in metal conduit larger than 2-inch (50 mm) size. All bends shall be long radius. All field bends on conduit shall be made in accordance with tables in Article 346, NFPA 70.
 - N. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
 - O. Provide suitable fittings to accommodate expansion and deflection where conduit crosses control and expansion joints.
 - P. Provide suitable nylon pull string or No. 14 AWG steel wire in each conduit except sleeves and nipples.
 - Q. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
 - R. Ground and bond conduit under provision of Section 16170.
 - S. Identify conduit under provisions of Section 16195.
 - T. All conduit male threads shall be coated with "General Electric" RTV silicone sealer where conduit is installed outdoors, in contact with concrete or earth.
 - U. All feeders shall be run in galvanized or sheradized thick wall rigid steel (GRC), or IMC.

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- V. All conduits shall be sized as noted on the drawings and contained therein. Where size is not shown, consult ENGINEER.
 - W. All upturned conduits shall be capped during construction rough-in to prevent moisture or debris from entering. Pull through each and every conduit a dry swab of sufficient size to remove any and all moisture. Seal all conduit terminations with GE Silicone or duct putty prior to final acceptance of the project.
 - X. Maximum length of flexible liquid-tite conduit shall not exceed 5 feet.
 - Y. Assure ground continuity on all branch circuitry conduits with two locknuts, one inside and one outside of all boxes, cabinets and gutters for rigid conduit.
 - Z. Conduit Curb:
 - 1. In concrete slabs or floors, provide a 2-inch high curb extending 2-inches from the outer surface of the conduit penetrating the floor, to prevent corrosion.
 - 2. Terminate conduit stub-ups in couplings, slightly above the finished concrete curb.
 - 3. Paint the stub-up with Scotch-Clad Protective Coating #1706 or equal, a minimum of 6-inches above and below the finished surface of the concrete.

3.02 Conduit Supports

Support conduits as follows:

- A. Galvanized rigid thick wall conduit (GRC), IMC and EMT, within three (3) feet of all outlet boxes, junction boxes, cabinets, gutters or fittings. Horizontally anchored at 10'-0" maximum intervals. Other spacings are noted on the plans.
- B. Liquid-tite flexible conduit (Sealtite), within 12 inches of all outlet boxes, junction boxes, cabinets, gutters or fittings and bends or turns. Horizontally anchored at 2-foot intervals. Minimum size permitted is 3/4-inch.

END OF SECTION

SECTION 16120
WIRE AND CABLE

PART 1 - GENERAL

1.01 Description

- A. Building wire.
- B. Cable including instrumentation, control, etc.
- C. Wiring connections and terminations.

1.02 References

- A. NEMA WC 3 – Rubber-insulated wire and cable for the transmission and distribution of electrical energy.
- B. NEMA WC 5 – Thermoplastic-insulated wire and cable for the transmission and distribution of electrical energy.

1.03 Submittals

- A. Submit manufacturer's product data under the provisions of Section 16010, Shop Drawings Submittal.
- B. Submit manufacturer's instructions.

PART 2 - PRODUCTS

2.01 Conductors

- A. Thermoplastic insulated building wire: NEMA WC5.
- B. Rubber insulated wire: NEMA WC3.
- C. Feeders and branch circuits: copper, stranded conductor, 600 volt insulation THHN-THWN in conduit.
- D. Service entrance cable: copper, stranded conductor, 600 volt insulation, THHN-THWN in conduit.

PART 3 - EXECUTION

3.01 General Wiring Methods

- A. Use no wire smaller than #12 AWG for power circuits and no smaller than #14 AWG for control wiring.
- B. Place an equal number of conductors for each phase of a circuit in same raceway or cable.
- C. Splice only in junction or outlet boxes.
- D. Neatly train and lace wiring inside boxes, equipment and panelboards.

3.02 Wiring Installation in Raceways

- A. Pull all conductors into a raceway at the same time. Use UL listed wire pulling lubricate for pulling #4 AWG and larger wires.
- B. Completely and thoroughly swab raceway system before installing conductors.

3.03 Cable Installation

Provide protection for exposed cables where subject to damage.

3.04 Wiring Connections and Terminations

- A. Splice only in accessible junction boxes.
- B. Thoroughly clean wires before installing lugs and connectors.
- C. Make splices, taps and terminations to carry full ampacity of conductors without perceptible temperature rise.
- D. Terminate spare conductors with electrical tape and wire nut.
- E. Splices in all junction boxes shall be made by the compression method. Crimp connectors shall be "Buchanan" Cat. #2006S, #2008S or #2011S with #2007, #2014 or #3007B caps or approved equal.

3.05 Field Quality Control

- A. Field inspection and testing will be performed under provisions of Section 16010.
- B. Inspect wire and cable for physical damage and proper connection.
- C. Torque test conductor connections and terminations to manufacturer's recommended values.
- D. Perform continuity test on all power and equipment branch circuit conductors. Verify proper phasing connections.

3.06 Wire and Cable Installation Schedule

- A. Exterior Locations: Conductors in raceways.
- B. Underground Locations: Conductors in raceways.
- C. Color Coding (Power System): The following conductor color coding shall be used:

480Y/277-Volt System

Phase A – Brown
Phase B – Orange
Phase C – Yellow
Neutral – Gray
Equipment Ground – Green

240/120-V, 3-Wire, Single-Phase System

One Hot Leg – Black
One Hot Leg – Red
Neutral – White
Equipment Ground Green

208Y/120-Volt System

Phase A – Black
Phase A – Switch Leg – Gray
Phase B – Red
Phase B – Switch Leg – Pink
Phase C – Blue
Phase C – Switch Leg – Purple
Travelers – Yellow
Neutral – White
Equipment Ground – Green

END OF SECTION

SECTION 16130

BOXES

PART 1 - GENERAL

1.01 Description

- A. Wall and ceiling outlet boxes.
- B. Pull and junction boxes.

1.02 Related Sections

- A. Section 16111, Conduit and Fittings.
- B. Section 16141, Wiring Devices.
- C. Section 16160, Cabinets and Enclosures.
- D. Section 16180, Equipment Wiring Systems.

1.03 References

- A. ANSI/NEMA FB 1 – Fittings and Supports for Conduit and Cable Assemblies.
- B. ANSI/NEMA OS 1 – Sheet-steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
- C. ANSI/NEMA OS 2 – Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports.
- D. ANSI/NFPA 70 – National Electrical Code.
- E. NEMA 250 – Enclosures for Electrical Equipment (1000 Volts Maximum).

1.04 Project Record Documents

- A. Submit under provisions of Section 01720.
- B. Accurately record actual locations and mounting heights of outlet, pull, and junction boxes.

1.05 Regulatory Requirements

- A. Conform to requirements of ANSI/NFPA 70.
- B. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

1.06 Project Conditions

- A. Verify field measurements as shown on Drawings.
- B. Verify locations of boxes and outlets in plant laboratory, offices and work areas prior to rough-in.
- C. Electrical boxes are shown on Drawings in approximate locations unless dimensioned. Install at location required for box to serve intended purpose. Include installation within 20 feet of location shown.

PART 2 - PRODUCTS

2.01 Outlet Boxes

- A. Sheet Metal Outlet Boxes: ANSI/NEMA OS 1, galvanized steel.
 - 1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; include 1/2-inch or 3/4-inch male fixture studs where required.
 - 2. Only 4-inch square boxes with raised gang covers will be allowed.
- B. Cast Boxes: NEMA FB 1, Type FD, aluminum. Provide gasketed cover by box manufacturer. Provide threaded hubs as required.

2.02 Pull and Junction Boxes

- A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
- B. Surface-Mounted Cast Metal Box: NEMA 250, Type 3R; flat-flanged, surface-mounted junction box.
 - 1. Material: Cast aluminum.
 - 2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.
- C. In-Ground or Concrete Cast Metal Box: NEMA 250, Type 6, inside flanged, recessed cover box for flush mounting.
 - 1. Material: Galvanized cast iron.
 - 2. Cover: Nonskid cover with neoprene gasket and stainless steel cover screws.
 - 3. Cover Legend: ELECTRIC, COMM.

PART 3 - EXECUTION

3.01 Installation

- A. Install electrical boxes as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections and compliance with regulatory requirements.
- B. Install electrical boxes to maintain headroom and to present neat mechanical appearance.

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- C. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.
 - D. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches (150 mm) from ceiling access panel or from removable recessed luminaire.
 - E. Install boxes to preserve fire resistance rating of partitions and other elements.
 - F. Align adjacent wall-mounted outlet boxes for switches, thermostats, and similar devices with each other.
 - G. Use flush mounting outlet boxes in finished areas with raised gang covers.
 - H. Do not install flush mounting boxes back-to-back in walls; provide minimum 6 inch (150 mm) separation. Provide minimum 24 inches (600 mm) separation in acoustic rated walls.
 - I. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.
 - J. Use stamped steel bridges to fasten flush mounting outlet box between studs. Span between studs.
 - K. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
 - L. Use adjustable steel channel fasteners for hung ceiling outlet box.
 - M. Do not fasten boxes to ceiling support wires.
 - N. Support boxes independently of conduit, except cast box that is connected to two rigid metal conduits both supported within 12 inches of box.
 - O. Use gang box where more than one device is mounted together. Do not use sectional box.
 - P. Use gang box with plaster ring for single device outlets.
 - Q. Use cast outlet box in exterior locations exposed to the weather and wet locations.
 - R. Large Pull Boxes: Boxes larger than 100 cubic inches (1600 cubic centimeters) in volume or 12 inches (300 mm) in any dimension.
 - 1. Interior Dry Locations: Use hinged enclosure under provisions of Section 16160.
 - 2. Other Locations: Use surface-mounted cast metal box.

3.02 Interface with Other Products

- A. Coordinate installation of outlet box for mechanical equipment furnished under Division 15.
- B. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening. Use raised gang square covers.
- C. Coordinate mounting heights and locations of outlets mounted above counters, benches and

backsplashes.

- D. Position outlet boxes to locate luminaires as shown on drawings.

3.03 Adjusting

- A. Adjust flush-mounting outlets to make front flush with finished wall material. Maximum tolerance is 1/8-inch recess in finished wall.
- B. Install knockout closure in unused box opening.

END OF SECTION

SECTION 16140
WIRING DEVICES

PART 1 - GENERAL

1.01 Description

Furnish and install wiring devices as shown or noted on plans, including all required mounting hardware, etc.

PART 2 - PRODUCTS

2.01 Safety Switches

- A. Type: Horsepower rated, heavy-duty, single throw, three pole with visible blade and safety handle. Fused and/or unfused as specified elsewhere and/or designated on the Drawings and/or as required by NEC. Sized as required by NEC and/or as shown on the Drawings.
- B. Each switch shall have indented plastic phenolic sign (minimum 1/8-inch lettering) identifying load served with voltage and horsepower attached to switch with stainless steel screws.
- C. Enclosure: Painted Steel NEMA 3R for outdoor locations.
- D. Manufacturers:
 - 1. Square D Co.
 - 2. General Electric Co.
 - 3. Westinghouse.
 - 4. Or equal.

2.02 Receptacle

- A. Indoor Locations:
 - 1. Duplex grounding receptacle, two pole, three wire, 125 volt AC, 20 ampere, stainless steel cover plates. Products and Manufacturers:
 - a. Cat. #5362-CR, by Arrow-Hart Inc.
 - b. Cat. #53CM62, by Harvey Hubbell Inc.
 - c. Or equal.
 - 2. Single grounding receptacle, corrosion resistant, two pole, three wire, 125 volt AC, 20 ampere, stainless steel cover plates. Products and Manufacturers:
 - a. Cat. #5361-CR, by Arrow-Hart Inc.
 - b. Cat. #53CM61, by Harvey Hubbell Inc.
 - c. Or equal.
- B. Ground Fault Receptacle where Designated on the Drawings:
 - 1. Type: UL listed, 20 ampere, 125 volt AC, sensitivity of 5 mA, three wires, and weather-proof cover plates.
 - 2. Manufacturer:

-
- a. Hubbell, No. 6F-5362-GY with a 5221 cover plate.
 - b. Or equal.
 - C. Weatherproof Receptacle Where Designated on the Drawings: Type UL listed duplex grounding receptacle, corrosion resistant, two pole, three wire, 20 ampere, 125 volt AC, weather-proof cover plates.

2.03 Switches

- A. Indoor Non-Hazardous Locations:
 - 1. Single pole AC toggle switch, quiet type, 120/277 volt AC, 20 ampere, Brown, specification grade with stainless steel cover, screws and grounding terminal. Products and Manufacturers:
 - a. Cat. #20AC1 by Pass & Seymour, Inc
 - b. Cat. #CS 120 by Hubbell.
 - c. Or equal.
 - 2. Toggle switches of the three-way type shall be quiet type, 120/277 volt AC, 20 ampere, specification grade with stainless steel cover, screws and grounding terminal. Products and Manufacturers:
 - a. Cat. #20AC3 by Pass & Seymour, Inc.
 - b. #CS 320 by Hubbell.
 - c. Or equal.
 - 3. Toggle switches of the four-way type shall be of the same grade and manufacture as the single pole and three-way type.
 - 4. Toggle switches of the two-pole, single throw type shall be of the same grade and manufacturer as above.
- B. Horsepower-Rated Switches:
 - 1. Type: Toggle operated, horsepower rated with thermal overload protection.
 - 2. Enclosure: NEMA 1 for dry, indoor locations and NEMA 4 for outdoor and damp or wet indoor locations.
 - 3. Products and Manufacturers: Provide one of the following:
 - a. Type 609T by Allen-Bradley.
 - b. Class 2510 by Square D Co.
 - c. Or equal.

2.04 Fuses

- A. Type: Dual-element, current-limiting, UL Class RK5, 600 volts, unless otherwise noted or specified.
- B. Interrupting Capacities (UL Listed): 200,000 RMS amperes.
- C. Coordination:
 - 1. Coordinated for installation in existing and new equipment.
 - 2. Properly coordinated for size, type and rating as required for equipment and circuits to be protected.
- D. Repair Parts: One replacement fuse for each and every fuse installed under this Contract.

-
- E. Manufacturers: Provide products from one of the following:
 - 1. Bussman Division, McGraw Edison Company.
 - 2. Gould Inc., Circuit Protection Division.
 - 3. Or equal.

2.05 Surge Protection Device

Surge protection device shall be Surge Suppression SDLB3 Series rated for 180KA or approved equal.

PART 3 - EXECUTION

3.01 Mounting

- A. Safety switches shall be mounted on structural frame with minimum of four points of attachment using stainless or galvanized steel hardware.
- B. Install one spare set of fuses inside fused switch enclosure attached to side.
- C. In non-hazardous locations, install wiring devices in outlet or device boxes.
- D. Mount wall switches four feet, zero inches above finished floor unless otherwise noted.

END OF SECTION

SECTION 16160

CABINETS AND ENCLOSURES

PART 1 - GENERAL

1.01 Description

- A. Hinged cover enclosures
- B. Cabinets
- C. Mounting panel
- D. Terminal blocks and accessories

1.02 References

- A. NEMA 250 – Enclosures for electrical equipment (1,000 volts maximum).
- B. ANSI/NEMA ICS 1 – Industrial control and systems.
- C. ANSI/NEMA ICS 4 – Terminal blocks for industrial control equipment and systems.
- D. ANSI/NEMA ICS 6 – Enclosures for industrial control equipment and systems.
- E. UL 50 – Enclosures.

1.03 Submittals

- A. Submit shop drawings and product data under provisions of Sections 16010 and 01340, Shop Drawings Submittal.
- B. Shop Drawings for Equipment and Enclosure Panels: Include wiring schematic diagram, wiring diagram, outline drawings and construction diagram as described in ANSI/NEMA ICS 1.

PART 2 - PRODUCTS

2.01 Hinged Cover Enclosures

- A. Construction: NEMA 250; Type 3, steel, for indoor, NEMA 3R for outdoor installation.
- B. Finish: Dark gray, rust inhibitor.
- C. Covers: Continuous hinge, held closed by hasp and staple for padlock.

2.02 Cabinets

- A. Construction:
 - 1. 14-gauge G-90 grade galvanized steel
 - 2. Drip shield top and seam-free sides, front and back
 - 3. 16-gauge galvanized steel continuous hinge with stainless steel pin
 - 4. Cover fasteners with captive plated steel screws
 - 5. Hasp and staple for padlocking
 - 6. Knockouts in bottom
 - 7. Collar studs with back mounting panel
 - 8. Dark gray epoxy finish.
 - 9. Corrosion inhibitors
 - 10. Electric heater with thermostat where located outdoors
 - 11. Size: Verify size required with equipment to be housed or as noted on drawings.
- B. Manufacturer and Catalog No.: Hoffman Cat. No. scheduled with back panel or approved equal.

2.03 Terminal Blocks and Accessories

- A. Terminal Blocks: ANSI/NEMA ICS 4; UL listed.
- B. Power Terminals: Unit construction type, closed-back type, with tubular pressure screw connectors, rated 600 volts.
- C. Signal and control Terminals: Modular construction type, channel mounted; tubular pressure screw connectors, rated 300 volts.

PART 3 - EXECUTION

3.01 Installation

- A. Install cabinets and enclosures plumb; anchor securely to structural supports at each corner with galvanized bolts, nuts and Belleville washers.
- B. Install trim plumb.

END OF SECTION

SECTION 16170
GROUNDING AND BONDING SYSTEMS

PART 1 - GENERAL

1.01 Description

- A. Power system grounding.
- B. Electrical equipment and raceway grounding and bonding.
- C. Building ground grids.

1.02 System Description

- A. Ground the electrical service system neutral at service entrance equipment to grounding electrode.
- B. Bond together system neutrals, service equipment enclosures, exposed non-current carrying metal parts of electrical equipment, metal raceway systems, grounding conductor in raceways and cables, receptacle ground and connectors.

1.03 Submittals

- A. Submit maintenance and grid layout data and shop drawings under provisions of Sections 16010 and 01340.
- B. Indicate location of system grounding electrode connections and routing of grounding electrode conductor.

PART 2 - PRODUCTS

2.01 Materials

- A. Ground Rods: Copper-encased steel, 5/8-inch diameter, minimum length 10 feet.
- B. Ground Electrode Conductor: Size as noted on drawings with THHN-THWN insulation.
- C. Exothermic welds shall be as scheduled on the drawings.

PART 3 - EXECUTION

3.01 Installation

- A. Provide a separate, insulated equipment grounding conductor in branch circuits. Terminate each end on a grounding lug, bus or bushing.

-
- B. Connect grounding electrode conductors to ground electrode by exothermic weld using cable to rod connection.
 - C. Grounding Electrode: Use driven ground rod as shown on plans.
 - D. Use minimum #6 AWG copper conductor for communications service grounding conductor. Leave six feet (3 m) slack conductor at terminal cabinet or backboard.
 - E. Provide grounding and bonding at utility company's metering equipment.
 - F. Refer to drawings for schedule of exothermic connections.

3.02 Field Quality Control

- A. Inspect grounding and bonding system conductors and connections for tightness and proper installation.
- B. Measure ground resistance from system neutral connection at service entrance to convenient ground reference point using suitable ground testing equipment. Resistance shall not exceed 5 ohms. Where resistance exceeds 5 ohms, additional ground rods shall be driven. Top of all rods shall be minimum of 2'-0" below finish grade elevation.

END OF SECTION

SECTION 16180
EQUIPMENT WIRING SYSTEMS

PART 1 - GENERAL

1.01 Description

Make all final electrical connections to all equipment shown on drawings or required for a complete and operable system.

All final electrical connections shall be made in strict compliance with NPFA-70 National Electrical Code, latest edition.

1.02 Related Sections

- A. Section 16010, General Provisions.
- B. Section 16020, Codes and Standards.
- C. Section 16111, Conduit and Fittings.
- D. Section 16120, Wire and Cable.
- E. Section 16130, Boxes.
- F. Section 16170, Grounding and Bonding Systems.

1.03 Project Record Documents

Submit documents in accordance with provisions of Section 01720.

PART 2 - PRODUCTS

Products are listed under related sections of the specifications.

PART 3 - EXECUTION

3.01 Instructions

- A. Shall be installed in conduit where and as shown on the drawings and in accordance with drawings and specifications.
- B. Power connections shall be as follows:
 - 1. Run all conduits and wiring for all control systems specified on this project.
 - 2. Run circuits from Panel boards to all equipment and make final electrical connections.

END OF SECTION

SECTION 16190
SUPPORTING DEVICES

PART 1 - GENERAL

1.01 Description

- A. Conduit and equipment supports.
- B. Fastening hardware.

1.02 Related Work

Refer to Sections 03200, 03250, 03300 and 03600.

1.03 Coordination

Coordinate size, shape and location of concrete pads with details on drawings and manufacturer's recommendations.

1.04 Quality Assurance

Support systems shall be adequate for weight of equipment and conduit, including wiring, which they carry.

PART 2 - PRODUCTS

2.01 Material

- A. Support Channel: Galvanized.
- B. Hardware: Corrosion-resistant.

PART 3 - EXECUTION

3.01 Installation

- A. Fasten hanger rods, conduit clamps and outlet and junction boxes to structure using stainless steel screws and galvanized bolts, nuts and Bellville washers. Do not use spring steel clips and clamps.
- B. Do not fasten supports to conduit.
- C. Fabricate supports from steel angle and steel channel, rigidly welded or bolted to present a neat appearance. Use hexagon head bolts with Bellville washers under all nuts.

END OF SECTION

SECTION 16195

ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1.01 Description

- A. Nameplates.
- B. Wire and cable markers.

1.02 Related Work

Section 16010, General Requirements.

1.03 Submittals

- A. Submit shop drawings under provisions of Sections 16010 and 01340.
- B. Include schedule for nameplates.

PART 2 - PRODUCTS

2.01 Materials

- A. Nameplates: Engraved three-layer laminated plastic, white letters on a black background.
- B. Wire and Cable Markers: Cloth markers, split sleeve or tubing type.

PART 3 - EXECUTION

3.01 Installation

- A. Degrease and clean surfaces to receive nameplates.
- B. Install nameplates parallel to equipment lines.
- C. Secure nameplates to equipment fronts and panels using stainless steel screws.

3.02 Wire Identification

Provide wire markers on each conductor in enclosures and at load connection. Identify with branch circuit number for power circuits and with control wire number as indicated on equipment manufacturer's shop drawings for control wiring.

3.03 Nameplate Engraving Schedule

Provide nameplates to identify all electrical distribution and control equipment and loads served. Letter Height: 1/8 inch (3 mm) for individual switches and loads served and 1/4 inch (6 mm) for control equipment panel identification unless noted otherwise.

END OF SECTION

SECTION 16402

UNDERGROUND ELECTRICAL SERVICE

PART 1 - GENERAL

1.01 Description

Underground secondary service.

1.02 Related Sections

- A. Section 16010, General Requirements.
- B. Section 16111, Conduit and Fittings.

1.03 System Description

This section defines the method and manner by which the underground service shall be installed.

1.04 Project Record Documents

- A. Submit documents under provisions of Section 16020.
- B. Accurately record all underground electrical service routing, showing dimensions from curbs, buildings, etc.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 Trenching and Backfilling

Refer to Section 16010.

3.02 Laying Conduit

- A. Make bends with sweeps of not less than 48-inch radius or 5° angle couplings.
- B. Make a transition from non-metallic duct to rigid steel conduit ten feet from where duct banks enter structures, other than manholes or turn upward for continuation above grade.
- C. Install a warning ribbon approximately 18-inches below finished grade over all underground conduit carrying cables of 120 volts and higher. The identifying ribbon shall be a polyvinyl chloride tape, 3-inches wide, yellow color, permanently imprinted with "CAUTION BURIED ELECTRIC LINE BELOW" in black letters.

END OF SECTION

SECTION 16461

DRY TYPE TRANSFORMERS

PART 1 - GENERAL

1.01 DESCRIPTION

Dry-type transformers for free-standing floor mounted or wall mounted.

1.02 RELATED WORK SPECIFIED ELSEWHERE

Section 16170 Grounding and Bonding Systems.

1.03 SUBMITTALS

Submit under provisions of Sections 16010 and 01340.

PART 2 - PRODUCTS

2.01 TRANSFORMERS

- A. Requirements for 208Y/120 volts shall be supplied by dry-type transformers furnished and installed where shown on drawings.
- B. Transformer shall be three-phase, connected 480-volt, three-phase Delta on primary side and 208Y/120-volt, three-phase, four-wire, 60 Hz on secondary side, 2-22% taps above and below nominal voltage.
- C. Transformers shall have 115EC. temperature rise above 40EC. ambient. All insulating materials to be in accordance with NEMA ST20 standards for 220EC., UL component recognized insulation system.
- D. Transformer coils shall be of the continuous wire wound construction and shall be impregnated with non-hygroscopic, thermosetting varnish. Each layer shall have end fillers, or tie-downs, to provide maximum mechanical strength. Materials must have a minimum of one year of proven field usage. Accelerated laboratory tests not acceptable in lieu of actual field experience. Insulation system used shall be component recognized by Underwriter's Laboratories. The coils shall also have a final wrap of electrical insulating material to prevent mechanical injury to the wire as well as increasing the electrical breakdown strength. Coils with exposed wire will not be accepted.
- E. Core shall be constructed of high grade, non-aging silicone steel with high magnetic permeability and low hysteresis and eddy current losses. Magnetic flux densities are to be kept well below the saturation point. The core laminations shall be clamped together with structural steel angles. The completed core and coil shall then be bolted to the base of the enclosure but isolated from the base of the enclosure by means of rubber, vibration-

absorbing mounts. There shall be no metal-to-metal contact between the core and coil and the enclosure. On transformers 500 KVA and smaller, the vibration isolating system shall be designed to provide a permanent fastening of the core and coil to the enclosure. Sound isolating systems requiring the completed removal of all fastening devices will not be acceptable.

- F. The entire transformer enclosure shall be degreased, cleaned, phosphatized, primed and finished with a gray, baked enamel.
- G. The core of the transformer shall be visibly grounded to the enclosure by means of flexible grounding conductor sized in accordance with applicable NEMA and NEC standards.
- H. Sound levels shall be guaranteed by the manufacturer not to exceed to the following:
 - 1. 25 to 50 KVA 45 DB
 - 2. 51 to 150 KVA 50 DB
- I. The transformer shall be listed by Underwriters' Laboratory for the specified temperature rise.
- J. Product and Manufacturer: Provide equipment manufactured by one of the following:
 - 1. Square D Company.
 - 2. General Electric Company.
 - 3. Westinghouse Electric Company.
 - 4. Or equal.

PART 3 - EXECUTION

3.01 FREE-STANDING TRANSFORMERS

- A. Mount on floor on minimum of 2-inch vibration neoprene pad.
- B. Electrical connections on each side shall be flexible metal conduit and wiring.

3.02 WALL-MOUNTED TRANSFORMERS

- A. Mount on wall with manufacturers recommended mounting devices.
- B. Electrical connections on each side shall be flexible metal conduit and wiring.

END OF SECTION

SECTION 16470

LIGHTING AND POWER PANELBOARDS

PART 1 - GENERAL

1.01 Description

Lighting and power panelboards.

1.02 Related Sections

- A. Section 16010, General Provisions.
- B. Section 16170, Grounding and Bonding Systems.
- C. Section 16195, Electrical Identification.

1.03 Submittals

- A. Submit under provisions of Section 01340.
- B. Submit manufacturer's data indicating bussing, enclosure, circuit numbering, sizes, etc.

PART 2 - PRODUCTS

2.01 Panelboards

- A. Shall be dead-front construction with solderless pressure terminals.
- B. Main and neutral busses shall be of capacity scheduled on drawings. Bussing shall be tin-plated, copper-based on maximum current density in accordance with UL Standard 891.
- C. Complete typewritten directory with transparent plastic cover inside of door. All panels shall be identified as they are designated on the drawings by 3/4-inch plastic phenolic sign with 1/4-inch indented letters on front face of panel attached with minimum of two (2) screws.
- D. Trim and door with lock and catch with two (2) keys. Keys shall be common to all panelboards.
- E. Circuit Breakers:
 - 1. Circuit breakers shall be quickmake and quickbreak on manual or automatic operation, with minimum interrupting capacity of 10,000 amps RMS symmetrical.
 - 2. Breakers shall be trip-free. Each breaker shall have trip indication independent of the ON or OFF positions.
 - 3. All breakers shall be UL listed and meet NEMA Standards Publication No. AB1 and Federal Specification No. WOCO375a and any amendments to the above where applicable.

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4. All breakers shall be calibrated for operation in an ambient temperature of 40E C.
 5. All two- and three-pole breakers shall be common trip.
 6. Automatic operation of the circuit breaker shall be obtained by means of thermal and/or magnetic tripping devices located in each pole. Thermal devices shall provide the time-delay tripping on overloads and the magnetic device shall provide instantaneous tripping on short circuits.
 7. All breakers shall be bolt-on type.

PART 3 - EXECUTION

3.01 Installation

- A. Panels shall be securely mounted with through bolts, anchors or other approved means.
- B. Mount all panelboards with top breaker handle not more than 6'-6" above finish floor.
- C. Connect the phase wires of three (and/or four) wire home runs to breakers connected to separate phase busses of the panelboard. Panelboard circuits shall be numbers in sequence vertically and all circuits shall appear in the panel exactly as they are shown on the drawings.
All branch circuit neutral connections shall be identified by adhesive number tags to identify with their branch circuit phase conductors where neutral connections connect to the panel neutral bus.
- D. Neutrals and equipment ground conductors shall not be connected together in any panel beyond service entrance main.
- E. No two ungrounded conductors shall be connected to the same circuit breaker terminal.
- F. There shall be no splicing of conductors in panelboards.
- G. Panelboards shall be as scheduled on the drawings and as manufactured by Square D Company, Type NQOD, or approved equal.

END OF SECTION

SECTION 16501

LAMPS

PART 1 - GENERAL

1.01 Description

Lighting fixture lamps.

1.02 Related Sections

- A. Section 16010, General Requirements.
- B. Section 16510, Exterior Lighting System.

1.03 Submittals

- A. Submit under provisions of Section 01340.
- B. Submit manufacturer's data sheets showing manufacturer, wattage, type, lumens and general characteristics of each type lamp.

PART 2 - PRODUCTS

2.01 Drivers For LED Fixtures

- A. Electronic Driver for LED Fixtures: Comply with UL 1310 Class 2 requirements for dry and damp locations. Include the following features unless otherwise indicated:
 - 1. Rated for 50,000 hours of life, unless otherwise noted.
 - 2. Sound Rating: Class A.
 - 3. Total Harmonic Distortion Rating: 15 percent or less.
 - 4. Current Crest Factor: 1.5 or less.

2.02 LED Fixtures

- A. Except as otherwise indicated, provide LED luminaires, of types and sizes indicated on fixture schedules.
- B. Include the following features unless otherwise indicated:
 - 1. Each Luminaire shall consist of an assembly that utilizes LEDs as the light source. In addition, a complete luminaire shall consist of a housing, LED array, and electronic driver (power supply).
 - 2. Each luminaire shall be rated for a minimum operational life of 50,000 hours utilizing a minimum ambient temperature of (25°C).
 - 3. Light Emitting Diodes tested under LM-80 Standards for a minimum of 12,000 hours.
 - 4. Color Rendering Index (CRI) of 82 at a minimum.
 - 5. Color temperature 3500 K, unless otherwise indicated.
 - 6. Fixture efficacy of 60 Lumens/Watt, minimum.

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7. 25-year luminaire warranty, minimum.
 8. Photometry must comply with IESNA LM-79.
 9. The individual LEDs shall be constructed such that a catastrophic loss of the failure of one LED will not result in the loss of the entire luminaire.
- C. Technical Requirements
1. Luminaire shall have a minimum efficacy of 60 lumens per watt. The luminaire shall not consume power in the off state.
 2. Operation Voltage: The luminaire shall operate from a 50 HZ to 60 HZ AC line over a voltage of 480 VAC. The fluctuations of line voltage shall have no visible effect on the luminous output.
 3. Power Factor: The luminaire shall have a power factor of 0.9 or greater.
 4. THD: Total harmonic distortion (current and voltage) induced into an AC power line by a luminaire shall not exceed 15 percent.
 5. Operational Performance: The LED circuitry shall prevent visible flicker to the unaided eye over the voltage range specified above.
- D. Thermal Management
1. The thermal management (of the heat generated by the LEDs) shall be of sufficient capacity to assure proper operation of the luminaire over the expected useful life.
 2. The LED manufacturer's maximum thermal pad temperature for the expected life shall not be exceeded.
 3. Thermal management shall be passive by design. The use of fans or other mechanical devices shall not be allowed.
 4. The luminaire shall have a minimum heat sink surface such that LED manufacturer's maximum junction temperature is not exceeded at maximum rated ambient temperature.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Lighting fixtures: Set level, plumb, and square with ceilings and walls. Install lamps in each fixture.
- B. Comply with NFPA 70 for minimum fixture supports.
- C. Suspended Lighting Fixture Support:
1. Pendants and Rods: Where longer than 48 inches (1200 mm), brace to limit swinging.
 2. Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.
 3. Continuous Rows: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of fixture chassis, including one at each end.

END OF SECTION

SECTION 16520

FIELD LIGHTING SYSTEM

PART 1 - GENERAL

1.01 Description

A. Instructions

1. The fields shall be lighted with 1500-watt LED fixtures at top of pole and 575-watt up light at 16 feet above grade on precast concrete base with galvanized steel pole.
2. Lighting levels shall be as given below and are average maintained values assuming yearly cleaning of fixtures and a LLF of 0.95.
Soccer Fields – 50 FC
Levels shall have average to minimum ratios not to exceed 1.4 for the soccer fields.
3. The quantities indicated on the drawings shall be minimum required. If successful manufacturer determines additional fixtures are required to meet criteria, the fixtures will be furnished including all mounting and electrical service necessary.
4. Manufacturer shall supply with shop drawings a complete field layout with aiming diagram and FC plot.
5. Fixtures shall be MUSCO or equal.
6. Manufacturer will supply all drivers and supporting electrical equipment.
 - a. Remote drivers and supporting electrical equipment shall be mounted approximately 10 feet above grade in aluminum enclosures. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be located in the enclosure. Integral drivers are not allowed.
 - b. Manufacturer shall provide surge protection at the pole equal to or greater than 40 kA for each line to ground (Common Mode) as recommended by IEEE C62.41.2_2002.
7. Precast concrete base with galvanized steel pole to be round tapered, designed to withstand 130-mph basic wind speed (3-second gust). Pole height to be as required to establish minimum fixture mounting height. Manufacturer to be approved by Engineer. Poles to have manufacturer-furnished wiring hubs and mounting screw holes for equipment shown on the drawings. The poles shall comply with ASTM C 1089 and AASHTD LTS-5, 2009.
8. After final installation, a footcandle plot shall be made by Contractor using approved meter. This plot to be given to Engineer. After Engineer determines all is ready, a final check shall be made by Engineer to verify all values.
9. Final aiming may be required to be done with Engineer present and may occur at night. Contractor shall include these costs in his bid.
10. All components of the poles, including cross arms and fixtures, shall be rated for 125-mph basic wind speed (3-second gust).
11. Cross arms shall be tubular steel.
12. The lighting control panel shall contain the following items for operation of the field lighting:
 - a. Instant On/Off Capabilities: System shall provide for instant on/off of luminaires.
 - b. Lighting contactor cabinet(s) constructed of MEMA Type 4 aluminum,

designed for easy installation with contactors, labeled to match field diagrams and electrical design. Manual off-on-auto selector switches shall be provided.

- c. Dimming: System shall provide for 3-stage dimming (high-medium-low). Dimming will be set via scheduling options (Website, app, phone, fax, email).
- d. Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields to only having permission to execute “early off” commands by phone. Scheduling tool shall be capable of setting curfew limits.

Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.

- e. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The controller shall determine switch position (manual or auto) and contactor status (open or closed).
- f. Management Tools: Manufacturer shall provide a web-based database and dashboard tool of actual field usage and provide reports by facility and user group. Dashboard shall also show current status of luminaire outages, control operation and service. Mobile application will be provided suitable for IOS, Android and Blackberry devices.

Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.

- 1. Cumulative hours: shall be tracked to show the total hours used by the facility.
 - 2. Report hours saved by using early off and push buttons by users.
- g. Communication Costs: Manufacturer shall include communication costs for operating the control and monitoring system for a period of 25 years.
- h. Communication with luminaire drivers: Control system shall interface with drivers in electrical components enclosures by means of powerline communication.

B. Show Light Special Effects

- 1. Entertainment Features: Incorporation of theatrical light shows enhance the presentation and enjoyment of players and spectators. Control system shall incorporate pre-programmed light shows such as “chase”, “wave”, and “score”. Control system shall incorporate the ability to initiate these shows locally. System

-
- shall be able to time light shows to customer-supplied music.
 2. Accent Lighting: To allow for custom lighting effects, including team colors, lighting for special occasions, and theatrical effects, all poles should be equipped with RGB accent luminaires to illuminate the structures in various custom colors. Colors should be selectable via an onsite device.
 3. Dimming: System shall provide for 4-stage dimming (high-medium-low-blackout). Dimming will be set via an onsite user interface tablet or device.
 4. Entertainment Features: Show controller shall provide six (6) preprogrammed light shows per field with option for customized scenes, plus four (4) minutes of custom preprogrammed light shows set to music supplied by customer. Manufacturer-provided user interfaces include touchscreens.
 5. Manufacturer of the control and monitoring system shall provide written definition and schematics for automated control system and entertainment packages. They will also provide references of customers currently using proposed system in the state of Mississippi.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 16540

AUTOMATED SPORTS BROADCASTING

PART 1 - GENERAL

1.01 Summary

- A. Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.
- B. The purpose of these specifications is to define the automated sports broadcasting system performance and design standards for Tatum Park Fields 16 and 18. The manufacturer / contractor shall supply equipment to meet or exceed the standards set forth in these specifications.
- C. The automated sports broadcasting system will be for the following venues:
 - 1. Soccer Field 16 and 18
- D. The primary goals of this project are:
 - 1. Video/Audio Capture: Provide the design and supply of a complete video system including pole structure, foundation system, poletop camera assembly, electrical component enclosure for networking equipment, wire harnessing, and all required mounting brackets and associated hardware.
 - 2. Connect: Design and supply the onsite data network for the video system including automated alerts for network and/ or camera outages.
 - 3. Automated production: Provide an automated video production solution that can analyze game play and produce a broadcast including automated camera switching and/or automated pan.
 - 4. Distribution of video content: Provide a video distribution portal to allow viewers to find and watch broadcasts on a computer, mobile device, or smart TV. System must include subscription options, payment processing system, and revenue sharing agreement.
 - 5. Ease of Operation: Provide a web-based broadcast management tool that allows facility owner to enter broadcast schedules.

PART 2 - PRODUCT

2.01 Automated Sports Broadcasting System Construction

- A. Manufacturing Requirements: All components shall be designed and manufactured as a system. All cameras, wire harnesses, networking equipment, and enclosures shall be factory assembled, wired, and tested.
- B. Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed hardware and fasteners shall be stainless steel, passivated and coated with aluminum-based thermosetting epoxy resin for protection against corrosion and stress corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 1461 (for hot dipped galvanizing), or ASTM B695 (for mechanical galvanizing). All wiring shall be enclosed within the camera, pole, or

electrical components enclosure.

C. System Description: Automated sports broadcasting system shall consist of the following:

1. Pole Structures

- a. Galvanized Steel Poles: Camera systems mounted on galvanized steel poles shall use precast concrete foundations. See Section 2.4 for details.
 - i. For a foundation using a pre-stressed concrete base embedded in concrete backfill, the concrete shall be air-entrained and have a minimum compressive design strength at 28 days of 3,000 PSI. Pole erection may occur once concrete backfill achieves a minimum compressive strength of 1,000 PSI. All piers and concrete backfill must bear on and against firm undisturbed soil.
 - ii. For anchor bolt foundations or foundations using a pre-stressed concrete base in a suspended pier or reinforced pier design, pole erection may occur after 7 days or after a concrete sample from the same batch achieves minimum required compressive strength per engineering designs.

2. Camera Equipment: Manufacturer will supply all cameras, including supporting software and electrical equipment.

- a. Optics: System should provide various optical configurations, with wide (180 degrees), medium, or narrow viewing angles. The narrow viewing angle for baseball outfield applications shall have either optical or zoom capabilities to capture a narrow shot from 20 feet on either side of the batter's box. See site layout for location specific optical requirements.
- b. Image Processing
 - i. Image Stitching: If multi-sensor cameras are utilized, the system shall be capable of stitching the images together to provide seamless image in regard to resolution, color, and angle to provide broadcast quality image.
 - ii. Image De-warping: In order to provide a broadcast quality image, the system shall correct for lens barrel distortion. This applies to both single sensor and multi-sensor cameras.
- c. Audio
 - i. Ambient Microphone: System must include one microphone for capturing ambient sound.

3. Electrical Components Enclosure: System shall include electrical components enclosure for any electric or electronic equipment including networking equipment, power supplies, surge suppression, or other required equipment.

4. Wire harness complete with plug-in connections for fast, trouble-free installation.

5. Equipment required for remote management and diagnostics. (See Section 2.3)

6. For steel poles, manufacturer shall provide lightning grounding as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A.

- a. Integrated grounding via concrete encased electrode grounding system.
- b. If grounding is not integrated into the structure, the manufacturer shall supply grounding electrodes, copper down conductors, and exothermic weld kits. Electrodes

and conductors shall be sized as required by NFPA 780. The grounding electrode shall be minimum size of 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.

D. Safety: All system components shall be UL listed for the appropriate application.

2.02 Automation

- A. Broadcast Production: To provide the best view of game play and create an exciting broadcast, the system must include all hardware and software required for one or both of the following:
1. Automated camera switching: The system shall be capable of analyzing game play and automatically switching cameras based on game action.
 2. Automated camera control: The system shall be capable of following play and digitally panning the camera based on game play.

2.03 Video Distribution

- A. Manufacturer shall provide a full featured viewing platform including:
1. Resolution: Streaming content must be 720p resolution minimum
 2. Content Viewing: Content shall be available in three different formats:
 - a. Live Viewing
 - b. On-Demand Viewing: Broadcasts must be recorded, stored, and available for on-demand viewing for a period of at least three (3) months after live broadcast
 - c. Broadcast Download: Recorded broadcasts must be available for download to viewer's local device storage
 3. Video Player Controls
 - a. Play, Pause, Rewind, Fast Forward
 4. Payment system: System shall have a payment system allowing viewers to purchase subscriptions to access content. The system shall be capable of processing credit card transactions.
 5. Viewing Platforms: All functions should be available on the following platforms
 - a. Website
 - b. Mobile Application for IOS and Android
 - c. Content Applications
 - i. Apple TV
 - ii. Android TV
 - iii. Roku
 - iv. Amazon Fire

2.04 Control

- A. Remote Control System: System shall allow owner and users with a security code to schedule broadcasts via a web site, telephone, fax, mobile device, or email up to ten years in advance. Equipment manufacturer will provide a mobile application suitable for IOS and Android devices. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields to only having permission to execute “early off” commands by phone. Scheduling tool shall be capable of setting curfew limits.

- B. Remote Monitoring System: System shall monitor broadcast and notify manufacturer if a camera or network outage is detected so that appropriate maintenance can be scheduled.
- C. Management Tools: Manufacturer shall provide a web-based database of actual usage and provide reports.
- D. Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the field video system that is readily accessible to the owner.
2. Communication Costs: The facility owner is responsible for internet communication cost to the network enclosure and will supply a bandwidth of 15 Mbps upload and download.
- E. Streaming hours: The manufacturer shall supply 750 streaming hours for each field or court with installed equipment. The control system shall be capable of:
1. Reporting current balance and usage of streaming hours
 2. Notification when remaining streaming hours fall below set point

2.05 Electrical

- A. Electric Power Requirements for control cabinet and camera equipment:
1. Line Voltage
 - a. Electric power: 120 Volt, Single Phase
 - b. Maximum total voltage drop: Voltage drop between distribution panel and broadcasting equipment shall not exceed three (3) percent of the rated voltage.
 2. Power over Ethernet: Cameras remote from power may utilize power over ethernet with wire run distance of 300’ or less.

2.06 Structural Parameters

- A. Wind Loads: Wind loads shall be based on the 2018 International Building Code. Wind loads to be calculated using ASCE 7-16, an ultimate design wind speed of 140 mph and exposure category C.
- B. Pole Structural Design: The stress analysis and safety factor of the poles shall conform to 2013 AASHTO Standard Specification for Structural Supports for Highway Signs, Luminaires, and Traffic Signals (LTS-6).
- C. If no geotechnical report is available, the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by 2018 IBC Table 1806.2.

PART 3 - EXECUTION

3.01 Soil Quality Control

- A. It shall be the Contractor's responsibility to notify the Owner if soil conditions exist other than those on which the foundation design is based, or if the soil cannot be readily excavated. Contractor may issue a change order request / estimate for the Owner's approval / payment for additional costs associated with:
 - 1. Providing engineered foundation embedment design by a registered engineer in the State of Mississippi for soils other than specified soil conditions;
 - 2. Additional materials required to achieve alternate foundation;
 - 3. Excavation and removal of materials other than normal soils, such as rock, caliche, etc.

3.02 Delivery Timing

- A. Delivery Timing Equipment On-Site: The equipment must be on-site 10-12 weeks from receipt of approved submittals and receipt of complete order information.

3.03 Field Quality Control

- A. If in the opinion of the owner, or owner's representative, the video system provided does not meet this specification, manufacturer is responsible for any necessary repairs or alterations, up to and including replacement of the entire video system.

3.04 Warranty And Guarantee

- A. 5-Year Warranty: Each manufacturer shall supply a signed warranty covering the entire system for 5 years from the date of shipment for all parts and labor. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.

END OF SECTION

**TATUM PARK - FIELDS #16 & #18 LIGHTING PROJECT
CITY OF HATTIESBURG, MISSISSIPPI**

BASE BID				H & H Electrical, LLC 808 2nd Street Pelahatchie, MS 39145		Buckhaults Electric Service 600 Harrison St. Ellisville, MS 39437		Doleac Electric Co., Inc. 1120 Finlo Drive Hattiesburg, MS 39403		Legacy Electric P O Box 18349 Hattiesburg, MS 39404		Mississippi Power 2992 W. Beach Blvd Gulfport, MS 39502	
Pay Item	Description	Qty	Unit	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension
1	Tatum Park – Fields 16 Lighting	1	LUMP SUM	\$483,500.00	\$483,500.00	\$457,000.00	\$457,000.00	\$469,965.00	\$469,965.00	\$472,700.00	\$472,700.00	\$449,721.73	\$449,721.73
2	Tatum Park – Fields 16 Custom Color Accent Lighting Control	1	LIN. FT.	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$14,500.00	\$14,500.00	\$12,100.00	\$12,100.00	\$15,848.58	\$15,848.58
3	Allowance – Electrical Service Connection ***	1	LIN. FT.	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
TOTAL BASE BID \$					\$508,500.00		\$482,000.00		\$499,465.00		\$499,800.00		\$480,570.31

ADDITIVE ALTERNATE #1

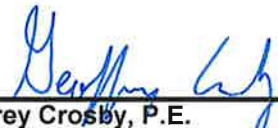
Pay Item	Description	Qty	Unit	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension
4	Tatum Park – Fields 18 Lighting	1	Lump Sum	\$434,500.00	\$434,500.00	\$412,000.00	\$412,000.00	\$420,900.00	\$420,900.00	\$418,800.00	\$418,800.00	\$444,121.26	\$444,121.26
5	Tatum Park – Fields 18 Custom Color Accent Lighting Control	1	Lump Sum	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$14,500.00	\$14,500.00	\$12,100.00	\$12,100.00	\$15,848.58	\$15,848.58
TOTAL ADD ALT #1 \$					\$444,500.00		\$422,000.00		\$435,400.00		\$430,900.00		\$459,969.84

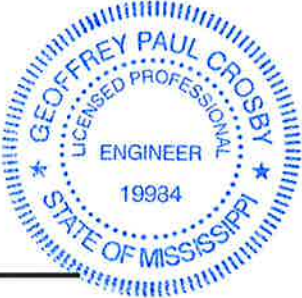
ADDITIVE ALTERNATE #2

Pay Item	Description	Qty	Unit	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension	Unit Price	Price Extension
6	Tatum Park – Fields 16 Video Streaming	1	Lump Sum	\$22,500.00	\$22,500.00	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00	\$26,950.00	\$26,950.00	\$22,936.79	\$22,936.79
TOTAL ADD ALT #2 \$					\$22,500.00		\$28,000.00		\$28,000.00		\$26,950.00		\$22,936.79

TOTAL BASE BID					\$508,500.00		\$482,000.00		\$499,465.00		\$499,800.00		\$480,570.31
TOTAL BASE BID + ADDITIVE ALTERNATE #1					\$953,000.00		\$904,000.00		\$934,865.00		\$930,700.00		\$940,540.15
TOTAL BASE BID + ADDITIVE ALTERNATE #2					\$531,000.00		\$510,000.00		\$527,465.00		\$526,750.00		\$503,507.10
TOTAL BASE BID + ADDITIVE ALTERNATES #1 & #2					\$975,500.00		\$932,000.00		\$962,865.00		\$957,650.00		\$963,476.94

I certify this to be a true & accurate Bid Tabulation of bids received @ 10:00a.m., Thursday, April 13th, 2023 for the City of Hattiesburg - Tatum Park - Fields #16 & #18 Lighting Project.


Geoffrey Crosby, P.E.
Mississippi Registration No. 19984



ADVERTISEMENT FOR BIDS

**TATUM PARK – FIELDS 16 & 18 LIGHTING
CITY OF HATTIESBURG, MISSISSIPPI**

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **February 8**, 2024 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of lighting at Tatum Park Fields 16 and 18. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Bid documents are being made available via paper copy or pdf. All interested bidders are required to log-in or register for an account at www.hattiesburgsbids.com OR www.neel-schafferplans.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders please contact Plan House Printing at (601) 336-6378.

"Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition" as referred to herein, may be purchased from the Mississippi Department of Transportation.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Email: Geoffrey.crosby@neel-schaffer.com. Geoffrey Crosby, P.E. – Assistant Engineer Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

January 7, 2024

January 14, 2024



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Engineering and Traffic
cc:
Date: Tuesday, January 2, 2024
Re: Acknowledge receipt of Final Close-Out Documents for the Highway 49 Lighting Project, authorize payment of final pay application to Webster Electric in the amount of \$48,818.80 and authorize final acceptance of the project.
File Number: 2024-6
Minute Book #

Summary

Acknowledge receipt of Final Close-Out Documents for the Highway 49 Lighting Project, authorize payment of final pay application to Webster Electric in the amount of \$48,818.80 and authorize final acceptance of the project.

Recommendation Statement

I recommend approval of this item.

Please place this on the January 2, 2024 City Council meeting for consideration.

Wednesday, December 20, 2023
N-S Project No. 16888.001



Hunter White
Deputy Director
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

REFERENCE: FINAL PAY APPLICATION AND CLOSEOUT DOCUMENTS
CITY OF HATTIESBURG
HWY 49 LIGHTING

Dear Mr. White:

Enclosed are three (3) originals of the Contractor's Final Estimate along with Final Close-Out Documents for the referenced project. I have reviewed the Contractor's Final Pay Application and find the pay application to be in order. I, therefore, recommend payment to the contractor Webster Electric Co, LLC, in the amount of \$48,818.80 for work completed.

Please call me at 545-1565 if you have any questions or need additional information.

Sincerely,

NEEL-SCHAFFER, INC.

Korey Hardin, P.E.
Project Manager

Enclosures: Three (3) Applications and Certificate of Payments
Three (3) Copies of Final Close-Out Documents

landscape architects
environmental scientists
surveyors
planners
engineers

P: 601.545.1565 | F: 601.545.2267

704 Hardy Street
Hattiesburg, MS 39401

www.neel-schaffer.com



APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 581-008

To Owner: Hattiesburg, City of
PO Box 1898

Project: 581 Highway 49 Lighting Project

Application No.: 8

Distribution to:

☐	Owner
☐	Architect
☐	Contractor
☐	
☐	

Hattiesburg, MS 39403-1898

Period To: 11/30/2023

From Contractor: Webster Electric Co. LLC
PO Box 8129
Meridian, MS 39303Via Architect: Neel Schaffer Inc of Hattiesburg
PO Box 1487
Hattiesburg MS 39403

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$971,254.25
2. Net Change By Change Order	\$5,121.35
3. Contract Sum To Date	\$976,375.60
4. Total Completed and Stored To Date	\$976,375.60
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$976,375.60
7. Less Previous Certificates For Payments	\$927,556.80
8. Current Payment Due	\$48,818.80
9. Balance To Finish, Plus Retainage	\$0.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$5,121.35	\$0.00
TOTALS	\$5,121.35	\$0.00
Net Changes By Change Order	\$5,121.35	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Webster Electric Co. LLC

By: [Signature] Date: 12/12/23State of: MS
Subscribed and sworn to before me this
Notary Public: [Signature]
My Commission expires: 03/29/24County of: Lauderdale
day of December 2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 48,818.80

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: [Signature] Date: 12/20/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Progress Bill

From: Webster Electric Co. LLC
PO Box 8129
Meridian, MS 39303

Invoice: 581-008

Date: 11/30/23

Application #: 8

To: Hattiesburg, City of
PO Box 1898
Hattiesburg, MS 39403-1898

Invoice Due Date: 12/30/23

Payment Terms:

Contract: 581 . Highway 49 Lighting Project

Item	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	Total Completed And Stored To Date		Amount Previous	Quantity This Period	Amount This Period
									%			
001	618-A001 Maintenance of Traffic	11,500.00	0.000	LS	0.000	0.00000	0.00	11,500.00	100.00%	11,500.00	0.000	0.00
002	618-B001 Additional Construction Signs	0.00	0.000	SF	0.000	10.00000	0.00	0.00	0.00%	0.00	0.000	0.00
003	620-A001 Mobilization	52,800.00	0.000	LS	0.000	0.00000	0.00	52,800.00	100.00%	52,800.00	0.000	0.00
004	682-A039 UG Branch Circuit AWG 8 3 Conductor	168,026.25	19,425.000	LF	19,425.000	8.65000	0.00	168,026.25	100.00%	168,026.25	0.000	0.00
005	682-B037 UG Branch Circuit J or B AWG 8 3 Conductor	51,814.40	4,096.000	LF	4,096.000	12.65000	0.00	51,814.40	100.00%	51,814.40	0.000	0.00
006	684-A003 Pole Foundation 24" Diameter	151,658.00	79.820	CY	79.820	1,900.00000	0.00	151,658.00	100.00%	151,658.00	0.000	0.00
007	683-B200 Lighting Assembly Low Mast LED Type 35-1-0-155	455,700.00	98.000	EA	98.000	4,650.00000	0.00	455,700.00	100.00%	455,700.00	0.000	0.00
008	682-F001 Secondary Power Controller	46,110.00	3.000	EA	3.000	15,370.00000	0.00	46,110.00	100.00%	46,110.00	0.000	0.00
009	682-D003 UG Pull Box	8,040.00	4.000	EA	4.000	2,010.00000	0.00	8,040.00	100.00%	8,040.00	0.000	0.00
010	618-A001 Maintenance of Traffic	300.00	0.000	LS	0.000	0.00000	0.00	300.00	100.00%	300.00	0.000	0.00
011	618-B001 Additional Construction Signs	0.00	0.000	SF	0.000	10.00000	0.00	0.00	0.00%	0.00	0.000	0.00
012	620-A001 Mobilization	1,335.00	0.000	LS	0.000	0.00000	0.00	1,335.00	100.00%	1,335.00	0.000	0.00
013	682-A039 UG Branch Circuit AWG 8 3 Conductor	778.50	90.000	LF	90.000	8.65000	0.00	778.50	100.00%	778.50	0.000	0.00
014	682-B037 UG Branch Circuit J or B AWG 8 3 Conductor	3,137.20	248.000	LF	248.000	12.65000	0.00	3,137.20	100.00%	3,137.20	0.000	0.00
015	684-A003 Pole Foundation 24" Diameter	6,116.25	2.330	CY	2.330	2,625.00000	0.00	6,116.25	100.00%	6,116.25	0.000	0.00
016	683-B201 Lighting Assembly Low Mast LED Type 16-1-0-46	19,060.00	4.000	EA	4.000	4,765.00000	0.00	19,060.00	100.00%	19,060.00	0.000	0.00

Total Billed To Date:

976,375.60

Progress Bill

From: Webster Electric Co. LLC
PO Box 8129
Meridian, MS 39303

Invoice: 581-008

Date: 11/30/23

Application #: 8

To: Hattiesburg, City of
PO Box 1898
Hattiesburg, MS 39403-1898

Invoice Due Date: 12/30/23

Payment Terms:

Contract: 581 . Highway 49 Lighting Project

Less Retainage:	0.00
Less Previous Applications:	927,556.80
Total Due This Invoice:	48,818.80



AIA Document G901MS™ – 2022

INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF MISSISSIPPI

COUNTY OF Lowndes

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY WEBSTER ELECTRIC CO. (NAME OF CONTRACTOR) TO FURNISH MAINTENANCE OF TRAFFIC (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS HIGHWAY 49 LIGHTING PROJECT (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF HATTIESBURG, COUNTY OF FORREST, AND IS OWNED BY CITY OF HATTIESBURG, MS (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

HIGHWAY 49

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

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SIGNATURE

BY: Rob Graham
(PRINT NAME)

ITS: Member / Manager
(PRINT TITLE)

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 12th DAY OF Dec., 2023.


NOTARY PUBLIC



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User Notes:

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INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF MISSISSIPPI

COUNTY OF LAUDERDALE

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY WEBSTER ELECTRIC CO. (NAME OF CONTRACTOR) TO FURNISH DIRECTIONAL BORING (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS HIGHWAY 49 LIGHTING PROJECT (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF HATTIESBURG, COUNTY OF FORREST, AND IS OWNED BY CITY OF HATTIESBURG, MS (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

HIGHWAY 49

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

UPON THE RECEIPT OF THE SUM OF \$40.10, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF 12/12/23 (DATE) AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.


SIGNATURE

BY: Sonya D. Bishop

(PRINT NAME)

ITS: office manager

(PRINT TITLE)

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 13 DAY OF Dec., 2023


NOTARY PUBLIC

My Commission Expires 12-31-2023

EDNA E. STEVENS
CIRCUIT CLERK
COPIAH COUNTY
P.O. Box 467


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CONSENT OF SURETY COMPANY TO FINAL PAYMENT

AIA DOCUMENT G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

Bond# 107683070

PROJECT: Highway 49 Lighting Project

TO

[City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401]

] ARCHITECT'S PROJECT NO:

CONTRACT FOR: Electrical work

CONTRACTOR:

[Webster Electric Company, Inc.]
PO Box 8129
Meridian, MS 39303

CONTRACT DATE: September 12, 2022

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

Travelers Casualty and Surety Company of America
1 Tower Square Hartford, CT 06183

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Webster Electric Company, Inc., P O Box 8129, Meridian, MS 39303

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Hattiesburg, 200 Forrest Street, Hattiesburg, MS 39401

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this date: **November 22, 2023**

Travelers Casualty and Surety Company of America
Surety Company


Signature of Authorized Representative
Jessica B Smith, Title: Attorney-in-fact

Attest:
(Seal):



NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

 AIA Document G901MS™ – 2022

INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF MISSISSIPPI

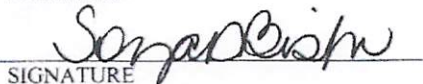
COUNTY OF LAUDERDALE

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SIGNATURE

BY: Sonya D. Bishop

(PRINT NAME)

ITS: office manager

(PRINT TITLE)

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 13 DAY OF Dec., 2023


NOTARY PUBLIC

My Commission Expires 12-31-2023

EDNA E. STEVENS
CIRCUIT CLERK
COPIAH COUNTY
P O Box 467

Hattiesburg, MS 39063

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STATE OF MISSISSIPPI

COUNTY OF Lowndes

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SIGNATURE

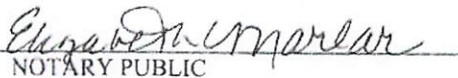
BY: Rob Graham

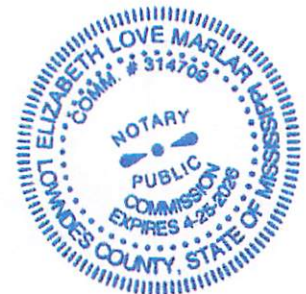
(PRINT NAME)

ITS: Member / Manager

(PRINT TITLE)

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Commercial-Industrial

Design/Construction

Certificate of Compliance

Highway 49 Lighting Project
City of Hattiesburg, Mississippi

We hereby certify that the following pay items meet the performance requirements of the pertinent project plans and specifications.

682-A	Underground Branch Circuit, #8 AWG 3 conductor
682-B	Underground Branch Circuit, #8 AWG 3 conductor, jack or bored
683-B	Lighting Assembly, low mast type 35-1-0-155
683-B	Lighting Assembly, low mast type 16-1-0-46
682-F	Secondary Power Controller
682-D	Underground Pull Box

SIGNED: Steve Webster

TITLE: C.E.O. / PRESIDENT

Before me personally appeared one Steve Webster known to be
CEO with Webster Electric Co.

Notary Public: Tristan Rowell

My Commission Expires: 03/29/24





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Hunter White, Deputy Director

cc: Marybeth Bergin, Director of Engineering and Traffic

Date: Tuesday, January 2, 2024

Re: Acknowledge Statement of Qualifications received for Consulting Services for the development of the City of Hattiesburg Safe Streets For All (SS4A) Action Plan; Accept submittal from Neel-Schaffer, Inc. and Authorize the Mayor to execute contract documents upon preparation.
File Number: 2024-7
Minute Book #

Summary

Acknowledge Statement of Qualifications received for Consulting Services for the development of the City of Hattiesburg Safe Streets For All (SS4A) Action Plan; Accept submittal from Neel-Schaffer, Inc. as the sole submission and Authorize the Mayor to execute contract documents upon preparation.

Recommendation Statement

I recommend approval of this item.

Please place this on the January 2, 2024 City Council meeting for consideration.



STATEMENT OF QUALIFICATIONS

City of Hattiesburg Safe Streets For All (SS4A) Action Plan

December 21, 2023

Project Manager

Vijay Kunada, PE, PTOE, PTP
vijay.kunada@neel-schaffer.com
337.232.6111



NEEL-SCHAFER
Solutions you can build upon

December 21, 2023

City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898



RE: Statement of Qualifications for the City of Hattiesburg Safe Streets for All (SS4A) Action Plan

Dear Selection Committee:

Neel-Schaffer is a multi-disciplined engineering, planning and construction management firm that was founded in 1983 and today is one of the largest private, employee-owned engineering firms in the South, with more than 600 employees working out of 37 offices across nine states. Based in Jackson, Neel-Schaffer has 18 Mississippi offices, blanketing the state from the Gulf Coast to the Golden Triangle including our Hattiesburg office.

Our team has significant experience in the development of regional transportation plans and safety action plans. Our staff are highly qualified, subject matter experts in their respective fields and capable of developing the Safety Action Plan for the City of Hattiesburg and would consider it a privilege to do so.

Our proposed project manager and point of contact is Vijay Kunada, PE, PTOE, PTP. He has led the development of over 25 Long Range Transportation Plans (LRTPs) and the development of multiple SS4A safety actions plans in MS, LA, AL and TN. All these plans included regional safety analysis and identification of safety projects with robust public and stakeholder engagement. Our proposed staff includes local area experts, certified safety professionals, traffic engineers, transportation planners and innovative public engagement experts. Additionally, to complement our public engagement team, we have partnered with **Beyond Communications, LLC**, a Mississippi DBE and WBE firm.

As you will conclude after reviewing our proposal, Neel-Schaffer offers the City of Hattiesburg the best combination of innovation, expertise, and experience in an efficient and cost-effective manner. Specifically, we believe our contributions in the following areas make us the best choice:

- **Unparalleled Regional Planning and Experience:** Since 1990, Neel-Schaffer has been at the forefront of transportation planning and travel demand modeling and has worked on over 40 long range transportation plans for local governments, Metropolitan Planning Organizations, and state DOTs. Specifically, Over the past 25-plus years, MDOT and the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) have put their trust in Neel-Schaffer, Inc., to complete and update the various statewide, Metropolitan Planning Organization (MPO), and small urban area models and transportation plans in Mississippi including the recent HPFL-MPO's 2045 Metropolitan Transportation Plan and assistance with the MDOT Strategic Highway Safety Program. We maintain a larger professional staff of transportation planners, certified safety professionals, and traffic engineers than any firm of its size in the Southern United States. The staff has a combined experience of over 100 years in safety analysis, traffic engineering, transportation planning and modeling software, such as TranPlan and TransCAD and utilizes many traffic engineering software packages such as Corsim, Vissim, Synchro, SIDRA, PASSER II and III, TRANSYT 7F, Highway Safety Manual (HSM), and Highway Capacity Software (HCS).

Relevant Project Experience

Hattiesburg-Petal-Forrest-Lamar MPO (HPFL-MPO) 2045 Metropolitan Transportation Plan
Hattiesburg-Petal-Forrest-Lamar MPO (HPFL-MPO) 2040 Metropolitan Transportation Plan
SS4A Safety Action Plan for Central Mississippi Planning and Development District, Jackson, MS
SS4A Safety Action Plan for City of Starkville, MS
SS4A Safety Action Plan for City of Dothan, AL
SS4A Safety Action Plan for City of Clarksville, TN
District 05 Safety Investment Plan for Louisiana Department of Transportation & Development
District 07 Safety Investment Plan for Louisiana Department of Transportation & Development

- **Performance Based Planning Expertise:** Since federal performance-based planning requirements went into effect for transportation plans in mid-2018, Neel-Schaffer has developed over ten performance based regional plans. Successful examples include incorporating performance measures and targets into the long-range

landscape architects
environmental scientists
surveyors
planners
engineers

P: 601.545.1565 | F: 601.545.2267

704 Hardy Street | P.O. Box 1487 (39403)
Hattiesburg, MS 39401

www.neel-schaffer.com



planning process, developing internal performance monitoring programs, planning for performance tools to estimate future performance, and designing performance reports for external audiences.

- **Public and Stakeholder Engagement:** Our inclusive public engagement activities will be purposely designed and utilized to ensure input is received from all parts of the region. Our activities will focus around utilizing traditional in-person workshops by going to places where people gather, social media platforms and innovative online outreach tools such as MetroQuest.
- **Safety Analysis / Countermeasure Evaluation Tool:** We advance cutting-edge safety planning and design for states and local governments through the development of data driven solutions. We have developed an Excel spreadsheet countermeasure evaluation tool that assists with countermeasure selection by assessing various safety treatments based on location specific safety needs. This tool was successfully utilized in the development of five district-wide Safety Investment Plans for Louisiana DOTD.

Firm Size as Related to the Estimated Project Cost

Key personnel, as indicated in the team organizational chart of this proposal (Page 8), are available for assignment to this project. The team's total staff is of sufficient size to accept work on this project, get the work underway, and complete the project in a timely manner. There is more than enough capacity to perform this work in a prompt and efficient manner.

Staff Availability/Workload

Our staff is immediately available and eager to work on the City of Hattiesburg SS4A Safety Action Plan. Neel-Schaffer's proposed key staff have worked on several planning projects within the City of Hattiesburg and brings in the experience of working on several SS4A complaint Safety Action Plans coupled with corridor and intersection safety projects to improve safety for all users of the transportation system. In closing, we express our profound gratitude for the opportunity to present our team's qualifications and proposed services for this exciting planning effort. If engaged, we commit to go above and beyond to ensure this plan strongly supports the implementation of its recommendations.

Sincerely,
NEEL-SCHAFFER, INC.



Vijay Kunada, PE, PTOE, PTP

Vice President / Project Manager



PROJECT APPROACH

Project Approach

The Neel-Schaffer Team's (NSI Team) approach to develop the Safety Action Plan for the City of Hattiesburg is described in this section.

Task 1.0 Project Management

The NSI Team will ensure the submission of timely and high-quality deliverables. Following the Notice to Proceed, we will schedule a Kickoff meeting with the City's staff to discuss project expectations, tasks, roles, and existing plans and data. We will then prepare a Project Management Plan (PMP) that details the Quality Assurance/Quality Control (QA/QC) process, responsibilities by task, and project schedule. This PMP will include a detailed work plan and will ensure that all task assignments are clearly defined and delivered on time. For continuous coordination, we will conduct monthly (or bi-weekly if needed) progress calls with the City's staff for the duration of the project.

Safety Technical Advisory Committee: The NSI Team will coordinate with the City's Project Manager or designee to form a safety advisory committee. This committee will be charged with oversight of the Action Plan development, implementation, and monitoring. The NSI Team will meet with the advisory committee to present progress and seek input and approvals before presenting the recommendations in the public domain.

Additionally, we will prepare and present materials to the City to kick-off, present progress, as well as to get feedback and necessary approvals. Project progress reports will be submitted with monthly invoices. These reports will highlight recent progress and challenges. If warranted, schedules will be adjusted as needed to address any unusual circumstances in coordination with the City's staff.

Task 2.0 Public and Stakeholder Involvement

Recently, NSI led the public and stakeholder engagement for the development of most recent Baton Rouge MPO's metropolitan transportation plan - MOVE 2046 and engaged over 5,300 people using innovative engagement approach and proposing similar approach for the Safety Action Plan development.

The NSI Team will assist the City's staff in conducting an inclusive and transparent planning process that

ensures equity in outreach to identified disadvantaged communities and that the overall resulting Plan meets the goals of the federal Justice40 Initiative. In our initial meeting with the City's staff, we will take the following steps to make sure expectations are set and delivered:

- Meet with the City's staff to determine their objectives and expectations for the effort
- Determine measurements of success, i.e., what does the assignment need to have achieved when completed?
- Provide a detailed Public Participation, Stakeholder Outreach, and Agency coordination process that satisfies the requirements and goals of the SS4A program and federal, City Public Participation Process, Justice40 Initiative to provide the maximum opportunity for the public to have input into all phases of the planning process.
- Determine an implementation schedule.
- Once the plan is approved, move forward with implementation.

Task 2.1 Outreach Plan, Process and Methodology (Community Engagement Plan)

The NSI Team members will work with the City's staff to develop a Community Engagement Plan (CEP) that clearly articulates the types of outreach activities and marketing/communication strategies to be used for engaging the public and stakeholders throughout the planning process. It will include a schedule, defined roles and responsibilities, and performance measures and targets for outreach and communications. It will also identify key stakeholders and consultation activities, as required by federal regulation. The CEP will identify traditionally underrepresented populations and develop strategies to increase engagement in these communities.



Task 2.2 Brand, Marketing Plan, and Marketing Templates

The NSI Team will ensure that the Community Engagement Plan includes a detailed marketing plan. This marketing plan will include traditional and social media. A major part of the marketing plan will be maintaining and expanding a contact database. The NSI Team will review the City's existing contact database and recommend updates and additions as appropriate. The NSI Team will provide content for City's staff to communicate project information via posting content on website, social media, issuing media notifications, placing public notices, and sending e-mail announcements.

After finalizing the marketing plan, the NSI team will develop the plan branding, logo and tagline and assure consistent use throughout marketing materials. The NSI Team will also develop a project website to be hosted on the City's website, templates for project documents and slideshow presentations.



The NSI Team will provide branded and engaging social media posts to the City's staff to share with local organizations, agencies and key stakeholders to increase online sharing. The NSI Team will assist the City's staff in pitching stories to TV and print media during public outreach intervals and to promote project milestones throughout the planning process. The NSI Team will assist the City's in preparing talking points and key messages for communicating with the public and media.

Task 2.3 Stakeholder Outreach and Public Involvement

The NSI Team will assist the City's staff in conducting public and stakeholder outreach in three distinct phases: Listening and Learning, Evaluating Options, and Reviewing the Draft Plan. Given the regional nature of the planning process, we will ensure that public and stakeholder meetings are held at multiple locations in the study area, during each phase of outreach. The NSI team will use online survey tools (Metroquest, Survey Monkey etc.), In-house tools, and Poll Everywhere, etc., to assist with this task.

PHASE 1: LISTENING AND LEARNING

Introduce the planning process and seek input on the community's goals, needs, and priorities.

PHASE 2: EVALUATING OPTIONS

Present a summary of findings and public input, show how this input was used, and seek input on the projects and solutions being considered to improve safety in the region.

PHASE 3: REVIEWING THE DRAFT PLAN

Present an updated summary of findings and public input and seek input on the Draft Plan.

As with any engagement approach, involving residents from all walks of life and diverse backgrounds will be among our top priorities, and access and equity will remain top-of-mind throughout the development of the public engagement plan. We will work with the City's staff and local partners to encourage public involvement that is representative of the City's region and is both feasible and meaningful. Our team will remain intentional about promoting participation opportunities that will engage not just likely stakeholder groups, but also stakeholders in marginalized and often under-represented communities.

Engagement strategies may include, but not be limited to the following:

- **Online Engagement (polls, surveys, information and idea sharing):** The NSI Team will conduct online surveys using MetroQuest tool which it has used successfully in multiple regional plans. The NSI Team will also develop and maintain an interactive ESRI Story Map or similar platform.
- **Virtual and in-person public meetings and events:** The NSI Team will host public meetings during three (3) rounds of public meetings. The three rounds would cover: (1) initial outreach to inform the public about the plan and collect feedback on vision and goals, local



safety concerns and needs, (2) present findings of needs/deficiency analysis, and proposed safety improvement strategies and collect feedback, (3) present draft Safety Action Plan, proposed safety improvement strategies and project list. MetroQuest survey tool will also be utilized to seek input from the public that cannot attend in-person.



- Pop-Up Events:** The NSI Team will coordinate with the City's staff to host pop-up events at locations strategically selected to reach "hard-to-reach" populations like people with lower incomes or limited access to the internet. These events will encourage people to participate in surveys and to learn about the plan.

- Stakeholder Workshops and Interviews:** The NSI Team will conduct stakeholder workshops with live polling to get input on goals, strategies and priorities.

Online Interactive Map

This interactive map was posted online and provided to stakeholders and the general public to provide their input on projects and areas that need improvement.

Welcome

Help us identify future growth areas and transportation projects!

Add points and lines on the map.

Connect to Map

2045
Mobility
Transportation Plan

Instructions:
1. Click a location on the map to add a point.
2. Click a line on the map to add a line.

Growth Areas

● Existing ● Future ● Urban ● Suburban
● Low-density ● Medium-density ● High-density

Transportation Ideas

— New transit — New transit — New transit
— New transit — New transit — New transit



Task 2.4 Trend Identification and Outreach Documentation

For each outreach phase, we will summarize public and stakeholder engagement, synthesizing trends and key takeaways. We will also monitor progress towards achieving outreach and diversity performance targets. As needed, additional outreach and marketing to underrepresented groups or communities will be conducted.

Task 3: Develop Guiding Principles, Goals, Objectives and Performance Measures

Our approach to performance-based planning to improve safety for all users of the transportation system begins with crafting the regional vision based on community input followed by developing goals and objectives to reach that vision, setting quantifiable performance measures along with base line scenario and finally providing tools to estimate future performance based on a given investment strategy.

The NSI Team will begin the establishment of Goals, Objectives, and Performance Measures by developing an overarching Vision Statement for the region with input received from the local public followed by the development of a set of goals and objectives that will be used as guidelines for the development and evaluation of alternatives for the Safety Action Plan. Goals and Objectives will cover all modes of transportation and will support city, state and national safety goals.

The NSI Team will review current City/MPO Safety Performance Measures Target Setting Process and develop safety target setting measures for local roads. Additionally, safety performance measures will also be reviewed as per the FTA safety TPM guidelines.

The NSI Team will then work with the City's staff to develop a commitment to include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following:

1. The target date for achieving zero roadway fatalities and serious injuries, OR
2. An ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.

Task 4.0 State of Practice & Existing Conditions Data Review

The NSI Team will collect and review existing, programs, policies, and activities, and provide a summary of current efforts to address transportation safety – including strategies MPOs and State DOTs are using to address safety, identifying programs that have evidence of measurable success, and assessments of the most effective and efficient methods used to achieve outcomes.

Review Current Plan: The NSI Team will obtain and review available local and statewide plans including Local Road Safety Plans, MDOT Strategic Highway Safety Plan, Regional Bicycle and Pedestrian Plan, Metropolitan Transportation Plan etc., studies, and initiatives related to roadway safety and develop recommendations for improved collaboration to address safety analysis, project development, and implementation more effectively across the region.

Assess the quality and completeness of existing available data: The NSI Team has collected or developed various datasets as part of the MTP 2045 Plan development, and has access to regional crash, transportation, land use, and demographic data. We will update this data as needed based on analysis methods for the Safety Action Plan development.

After reviewing the existing plans and datasets, the NSI Team will present the best analysis strategies and associated data requirements and gaps to the Safety Technical Advisory Committee.

Task 5.0 Safety Analysis

The NSI team's approach to analyzing crash data begins by collecting the most recent 5-year crash history. The NSI team will then utilize the Safety Performance Functions (SPFs) published in the Highway Safety Manual or state specific SPFs from MDOT if available to perform network screening. Our team will then determine overrepresentation of specific crash types based on statistics and probability. The most likely contributing factors for the trends highlighted by the crash analysis will then be determined. The NSI team will then utilize those best practices identified in Task 4 to highlight regional trends over time, regional distribution of crashes including both the geographic location and roadway system characteristics, and prevalent crash types with a focus on those causing severe or fatal crashes including any data that connects these characteristics to agency policy and processes. From the results of the analyses, emphasis areas, high risk corridors, and high-risk intersections focused on fatal and severe crashes will be identified.

Additionally, the NSI Team will use the traffic estimates from the regional travel demand model and the crash locations by corridors and intersections to identify the locations with high crash rates as well.

Finally, the crash data and identified high-risk emphasis areas will be compared to Environmental Justice Areas (EJ Areas).

Task 6: Countermeasure Toolbox

The NSI Team has developed an Excel spreadsheet countermeasure evaluation tool that assists with countermeasure selection. The tool automatically converts specific countermeasures to all crash countermeasures based on historic statewide crash severity and location specific crash patterns so that a true comparison can be performed to ensure the most beneficial countermeasure is selected. In addition, the tool provides a means of analyzing the impact of implementing a set of countermeasures rather than an individual countermeasure to give a better understanding of their combined impact. These comparisons are performed based on the automatically calculated benefit-cost ratios provided within the tool. This tool was successfully used to develop safety investment plans for various DOTD districts in the state of Louisiana.

The NSI team will use this tool to identify countermeasures to address the Emphasis Areas and high-risk corridors and intersections identified in Task 5. The selection of countermeasures will be based on the overrepresented crash types and existing roadway features of the identified locations. The search function from the Crash Modification Clearinghouse will be used to identify countermeasures for specific crash types and using the countermeasure rating score as a tiebreaker to select the final countermeasure if multiple countermeasures provide similar safety benefits. In addition, the Federal Highway Administration's proven safety countermeasures list will be considered. The final selected countermeasures will form a systemic countermeasure toolbox that will include the 4-Es of traffic safety (Engineering, Evaluation, Enforcement, and Education) and incorporate a Safe System Approach. In addition, the NSI team will provide a transparent system including specific performance measures to measure and track regional progress over time and correlate this to federal performance measures.

Task 7: Implementation Plan & Programs

The NSI team will then develop an implementation strategy for implementing the safety measures identified in Task 6. This will include the identification of potential projects that are applicable for future grant applications, changes to existing maintenance practices, and updates to regional standards to equitably improve safety across the region. All of these measures will be focused around the 4-Es of traffic safety (Engineering, Evaluation, Enforcement, and Education). In addition, they will utilize the safe system approach to consider safety measures from pre-crash to post-crash and will attempt to recognize the needs of all users of the multimodal transportation system. Quantifiable costs as well as a prioritization method with stakeholder input will be developed. In addition, each project will be labeled as short term, mid-term, or long term based on project readiness. The final implementation plan will provide a schedule and identify the roles and responsibilities for implementation of priority projects and will include a monitoring phase to review the safety outcomes and determine which countermeasures are most effective for the City.

Task 8: Equity Analysis

The NSI Team will ensure that the Safety Plan is developed using inclusive and representative processes. The process begins with identifying under-served communities through data analysis and collaboration with community partners.



<https://www.transportation.gov/NRSS/SafeSystem>

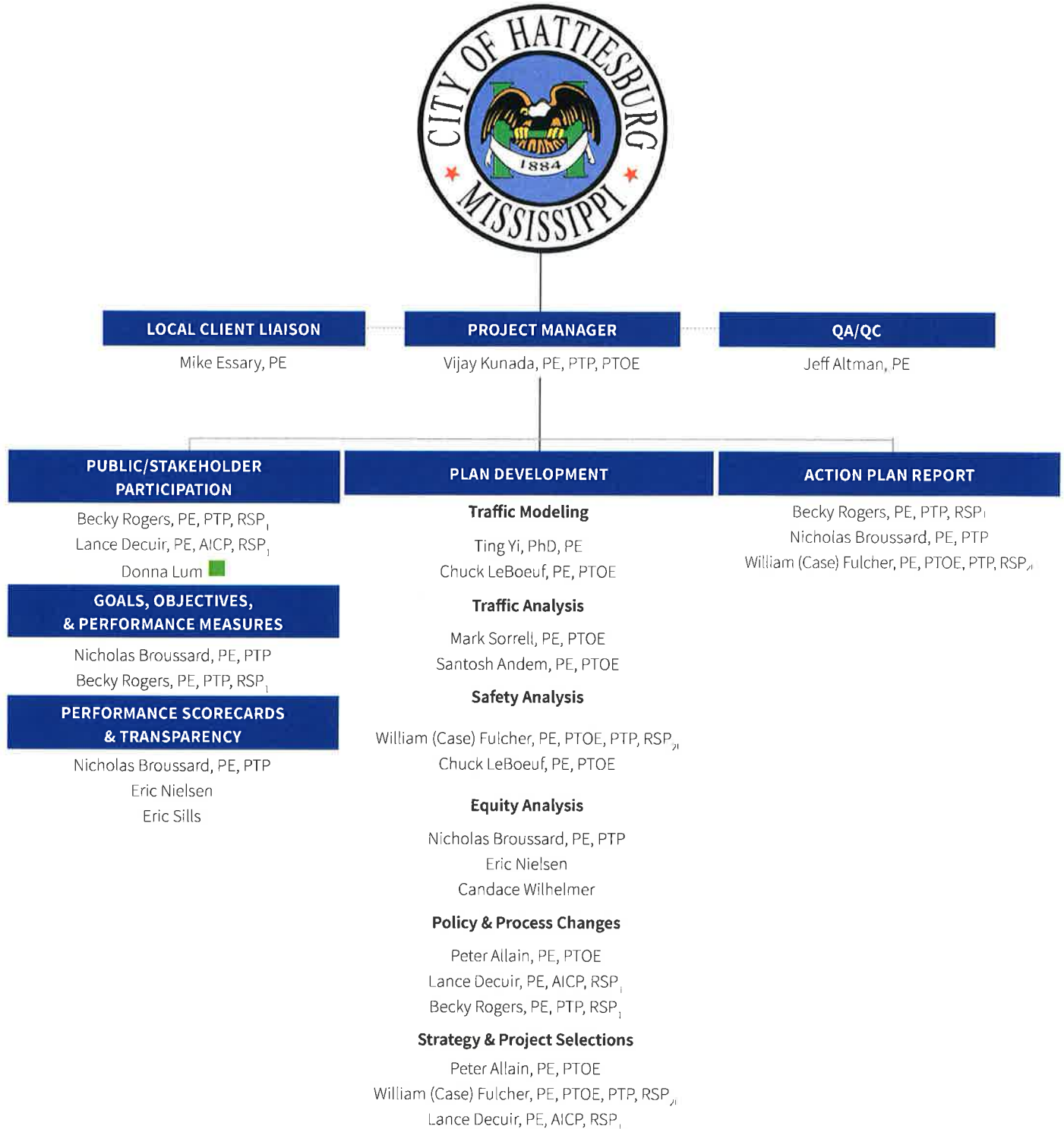
Emphasis will be given to identify adverse safety impacts to the identified under-served communities and then develop projects/strategies that mitigate or eliminate those identified adverse safety impacts on all roadways regardless of ownership, particularly people walking and biking in those communities.

Task 9.0 Comprehensive Safety Action Plan (CSAP)

The NSI Team will prepare an executive summary, main report, and accompanying technical reports that address all federal safety action plan requirements and incorporate public input. The CSAP will guide the City's efforts for improving transportation safety and reducing roadway fatalities and severe injuries on the regional transportation system. The final plan will be posted on the project website and the project story map will also be updated with the recommended list of projects and strategies. Performance Measure reporting data required as part of the grant's close-out will also be provided.

Task 10: Progress and Transparency

The NSI Team will develop a methodology to calculate the performance measures developed in Task 3 to track progress over time after the Safety Plan is developed. This is to ensure transparency is established with the public and other stakeholders. The methodology will be web based and will include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries. The City will assume responsibility for reporting once the methodology is in place at the conclusion of the project.



Subconsultant Partner	
■	Beyond Communication, LLC, DBE, WBE

Vijay Kunada, PE, PTOE, PTP



Registrations

Professional Engineer: Mississippi 34709; Louisiana 32145; Arkansas 17374; Texas 127682

Certifications

Professional Traffic Operations Engineer
Professional Transportation Planner

Education

Bachelor of Science, Civil Engineering,
JNTU, Hyderabad, AP, India, 1999
Master of Science, Civil Engineering,
University of Louisiana Lafayette, 2001
Master of Science, Computer Science,
University of Louisiana Lafayette, 2002

Professional History

Mr. Kunada joined Neel-Schaffer in 2006 and has 22 years of experience focused on Transportation Planning, Travel Demand Modeling and Traffic Engineering.

A Senior Vice President with the firm, he serves as Engineer Manager of the Lafayette (LA) office and as the firm's Transportation Planning Discipline Lead.

He has extensive experience in project management, innovative regional visioning/public and stakeholder outreach, traffic modeling (TransCAD, CUBE) including census data analysis, regional truck modeling, evacuation modeling, demographic forecasting, region wide safety data analysis, external travel surveys, traffic studies, intersection studies and corridor analysis. His experience with traffic operational analysis includes freeway mainlines, ramp merge/diverge areas, weaving segments and intersection operations.

Vijay served as project manager for 23 local and regional transportation plans, including HPFL-MPO MTP 2045, in the states of Louisiana, Mississippi, Alabama, Arkansas, Tennessee, and Texas. Additionally, he is managing multiple SS4A compliant Safety Action Plans in MS, AL, TN and LA.

Related Experience

2045 Mississippi Unified Long-Range Transportation

Infrastructure Plan (MULTIPLAN): Mr. Kunada served as deputy project manager for the project and also led the development of three Metropolitan Transportation Plans (Jackson, Gulf Coast, and Hattiesburg). This planning effort continued the previous 2040 plan initiative of coordinated statewide public engagement process that is being used to identify and prioritize projects and by placing greater emphasis on all transportation options, especially transit, bicycle, pedestrian, and freight modes. Plan also included detailed safety

analysis and intersection/segment concepts to address identified crash patterns. Mr. Kunada also managed the development of the statewide and regional travel demand models.

2055 Louisiana Statewide Transportation Plan and Travel

Demand Model: NSI Project Manager. Mr. Kunada is leading the statewide travel demand model with detailed freight model, socio-economic data forecast, MPO plan coordination, needs analysis of state highways and capacity expansion plan.

SS4A Safety Action Plan for Central Mississippi Planning and Development District, Jackson, MS:

Project Manager for the development of a SS4A compliant Comprehensive Safety Action Plan for the CMPDD, which covers Copiah, Hinds, Madison, Rankin, Simpson, Warren, and Yazoo Counties.

SS4A Safety Action Plan for City of Starkville, MS:

Provide Strategic Direction for the development of a SS4A compliant Comprehensive Safety Action Plan for the City of Starkville, MS.

SS4A Safety Action Plan for Capital Region Planning

Commission, Baton Rouge, LA: Project Manager for the development of a SS4A compliant Comprehensive Safety Action Plan for the CRPC, which covers Ascension, East Baton Rouge, Iberville, Livingston, and West Baton Rouge parishes in Louisiana.

MOVE 2046: Baton Rouge (LA) Metropolitan Transportation

Plan: Project Manager for the plan and state-of-the-art four-based regional travel demand model using the latest household travel survey results and big data sources to realistically reflect the local travel patterns. A land use allocation model was also developed to forecast future growth in the region using scenario-based planning principles. Plan also included detailed safety analysis and intersection/segment concepts to address identified crash patterns.

Memphis (TN/MS) 2050 Regional Transportation Plan:

Project Manager. As Project Manager, Mr. Kunada worked with the Memphis Urbanized Area MPO of the mid-south region to update its Regional Transportation Plan (RTP). In addition to ensuring federal compliance and extensive public outreach, the Neel-Schaffer team developed several new items in this effort including a planning for performance tool to analyze funding levels vs. performance, complete Street concepts to promote accessibility along with mobility, detailed safety analysis and intersection concepts to address identified crash patterns, equity and resiliency analysis, and estimation of future performance of the proposed plan. The financial plan and staged improvement plan were based on extensive coordination with the MPO, the Tennessee Department of Transportation, and the Mississippi Department of Transportation.



Michael Essary, PE, Mr. Essary joined Neel-Schaffer in 1996 has 25 years of management experience, and for many years he served as the Engineer Manager for Neel-Schaffer's Pine Belt Region, overseeing the Hattiesburg and Laurel offices. Mike oversees a variety of projects for clients that include counties, municipalities, schools and state and federal organizations. As a Project and Client Manager, Mike listens to clients to understand the needs and challenges of their projects and then works closely with them to develop solutions that fit within budget and timelines. Mike takes great pride in developing a project from the conceptual stage through construction. He has a thorough knowledge of the various permitting processes most projects must go through, and he has extensive experience working with local, state and federal officials.



Jeff Altman, PE, Mr. Altman joined Neel-Schaffer in 2022 and serves as an Engineer Manager based in the firm's Jackson office. Jeff retired from the Mississippi Department of Transportation (MDOT) with nearly 25 years of experience. He held multiple managerial positions with MDOT, including Acting MDOT Executive Director and Chief of Staff for Executive Director Brad White. His other MDOT roles included Assistant State LPA Engineer, State LPA Engineer, and Assistant Executive Director/Chief of Staff. For Neel-Schaffer, Jeff plays a key role in identifying opportunities for the firm to better serve our clients. His duties include management of contracts with MDOT and determining potential funding sources for local clients.



Becky Rogers, PE, PTP, RSP1, Ms. Rogers has over 23 years of experience as a transportation engineer and planner. She has managed numerous projects and has worked with many municipalities, counties, and governmental agencies, including several DOTs and MPOs, FHWA, FRA, FTA, and the FAA. She has experience in roadway design, transportation planning, safety studies, aviation planning & design, construction management, and large-scale data collection. She is currently managing the development of SS4A safety action plan for City of Dothan, AL and worked on multiples other SS4A safety actions plans as a quality reviewer and assisted with public and stakeholder engagement.



Lance Decuir, PE, AICP, RSP1, Mr. Decuir joined Neel-Schaffer in 2023 and serves as a Senior Project Manager for Transportation planning. Lance has two decades of experience in transportation planning, preliminary engineering, and management, eight with the Florida Department of Transportation and 12 for consulting engineering firms. From transportation policy initiatives at the local level to project development studies at the statewide level, Lance has extensive experience in a multitude of transportation disciplines, including transportation planning, project management, public involvement, transportation engineering, environmental studies, and traffic control studies.



Nicholas Broussard, PE, PTP, Mr. Broussard joined Neel-Schaffer in 2009 and has 15 years of experience focused on transportation planning, travel demand modeling, air quality modeling, and traffic engineering. Prior to joining the firm, he worked for the Louisiana Department of Transportation and Development (LADOTD). He has experience in strategic visioning and planning, public and stakeholder outreach, multimodal travel demand and traffic modeling, demographic forecasting, region-wide and site-specific safety data analysis, environmental modeling development and analysis, traffic studies, and corridor studies. Mr. Broussard has served as a planner for more than 10 local and regional transportation plans, including Hattiesburg MTP 2045, in Louisiana, Mississippi, Arkansas, Tennessee, Alabama, and Texas. He is currently managing the development of SS4A safety action plan for City of Clarksville, TN and worked on

multiples other SS4A safety actions plans to conduct the equity analysis.



Ting Yi, PhD, PE, Dr. Yi has 16 years of experience in traffic engineer (HCS, Synchro), micro simulation model (VISSIM), safety analysis (IHSDM, ISATe) and travel demand modeling (TransCAD). She has been responsible for the refinement and application of traffic and transportation systems to evaluate potential federally funded projects at both the regional and corridor levels in Louisiana, Texas, Illinois, Michigan, and North Carolina. She led the traffic and safety study, micro simulation model and TDM for traffic projection, analysis, and alternatives recommendations in Louisiana I-10/I-12 College Drive study, TxDOT Mobility 35 Plan, Interstate 10 Corridor Study, MDOT Kalamazoo PEL Study, NCDOT US 521 feasibility study, and NTTA toll roads system.



Santosh Andem, PE, PTOE, Mr. Andem joined Neel-Schaffer in 2011. He has nearly 15 years of professional experience working as a transportation/ traffic engineer in both the public and private sectors. He serves as an engineer for local and regional transportation plans, travel demand models, safety studies, corridor analysis, traffic signal engineering, traffic impact studies, traffic simulation models, and other traffic engineering related projects for both public and private developments. He worked on the safety element of the Hattiesburg MTP 2045 and safety analysis of various SS4A Safety Action Plans in LA, MS and AL.



Chuck LeBoeuf, PE, PTOE, Mr. LeBoeuf joined Neel-Schaffer in 2014 and has nine years of engineering experience, including 18 months as a Co-Op student with the Louisiana Department of Transportation and Development (LADOTD). Mr. LeBoeuf is a certified Professional Traffic Operations (PTOE) Engineer. He provides a wide variety of transportation-related services, including travel demand modeling, mesoscopic traffic modeling, GIS, crash analysis, and traffic analysis. He led the safety analysis for SS4A Safety Actions Plans for Baton Rouge, Houma and Monroe MPOs in Louisiana. He also worked on the safety element of Hattiesburg MTP 2045.



William Case Fulcher, PE, PTOE, PTP, RSP2I, Mr. Fulcher joined Neel-Schaffer in 2017 after working as a graduate research/teaching assistant for the Mississippi State University Department of Civil and Environmental Engineering. Since joining Neel-Schaffer he has provided a variety of traffic data collection and safety analysis studies and services.

Mr. Fulcher has extensive experience in corridor and intersection safety studies. Through the evaluation of crash history, roadway geometrics, and traffic volumes, he evaluates a variety of safety improvements to provide a ranked list of safety improvements. He also has significant experience in traffic forecasting, modeling, and analysis using CORSIM, HCS, Vistro, Synchro, ISATe, and TruTraffic. Mr. Fulcher is a certified Professional Traffic Operations Engineer (PTOE), Professional Transportation Planner (PTP) and a Road

Safety Professional Level 2 Infrastructure (RSP2I). He led the safety analysis task for the City of Starkville SS4A Safety action Plan and multiple LADOTD District Safety Investment Plans in Louisiana.



Mark Sorrell, PE, PTOE, Mr. Sorrell joined Neel-Schaffer in 2006 and has worked on a variety of traffic engineering and transportation planning projects for MDOT and numerous local governments throughout Mississippi. He has provided traffic signal timing services for some of Mississippi's most heavily traveled corridors, including Lakeland Drive in Jackson, Hardy Street in Hattiesburg, and SR 609 in Ocean Springs. Additionally, he has designed traffic signals and traffic signal modifications in Laurel, Oxford, Columbus, and Southaven as well as for MDOT along US 98 in George County and US 49 in Forrest County. He also served as project engineer on the replacement or upgrade of 28 signalized intersections in downtown Meridian. Mr. Sorrell has provided transportation planning services analyzing several major interstate corridors for MDOT. He recently led the safety analysis task for the CMPDD / Jackson Metro Area's

SS4A Safety action Plan.



Candace Wilhelmer, Candace Wilhelmer is a Transportation Planner at Neel-Schaffer and has been with the firm since August 2022. Ms. Wilhelmer possesses a Bachelor of Science in Urban Studies & Planning from the University of New Orleans. During her studies, she gained experience working with New Orleans city-based projects addressing repeated flood loss, disaster mitigation, and planning, which helped her develop GIS, technical writing, and research skills. Candace recently assisted with multiple SS4A Safety Action Plans by conducting thorough analyses of equity data, environmental justice data, including communities of concern, and developing the community profiles section in the report.



Eric Nielsen, Mr. Nielsen joined Neel-Schaffer, Inc. in 2022 as a Transportation Planner bringing eight years of experience. His responsibilities include GIS analysis, technical writing and public engagement. He lead the transit service analysis for the Auburn, AL MPO area and assisted with multiple SS4A Action Plans with public engagement and by developing underserved communities and mapping those identified areas for equity analysis.



Eric Sills, Mr. Sills serves as Graphic Design Manager at Neel-Schaffer and has over 10 years of graphic design experience. He has designed and produced a wide variety of promotional and exhibit material for the company and its clients. For planning projects and SS4A Safety Action Plans, he was responsible for program branding including report covers, business cards and social media graphics. He also created engagement and collaboration materials such as a presentation template, public meeting display boards and posters.



37 Offices | 9 States



Alabama | Arkansas | Florida | Georgia | Louisiana | Mississippi | South Carolina | Tennessee | Texas

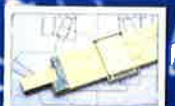
APPENDIX



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Firm Details

Firm Name: Neel-Schaffer, Inc.

Address: P. O. Box 22625
Jackson MS 39225-2625

County: Hinds

Phone: 601-948-3071

License Type: Certificate of Authority (Engineering)

License Number: 27

Initial License Date: 11/11/2004

Expires on: 12/31/2024

Designated Licensee: Mr. Walter Hibbett Neel Jr. (PE-5597)

License Type: Certificate of Authority (Surveying)

License Number: 11

Initial License Date: 11/12/2004

Expires on: 12/31/2024

Designated Licensee: Mr. Douglas Mack Wimberly (PS-3044)

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Licensee Details

Name: Mr. Vijay Kumar Kunada

Address: 104 Birdwatch Ln
Lafayette LA 70508

County: Out Of State

Phone: 337-322-9855

Employer:

License Type: Professional Engineer

License Number: 34709

Initial License Date: 12/12/2023

Expires on: 12/31/2025

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Contact Us

Licensee Details

Name: Mr Michael Wayne Essary

Address: 259 J. B. Horne Road
Hattiesburg MS 39401

County: Ms

Phone: 601-408-1917

Employer: Neel Schaffer Inc

License Type: Professional Engineer

License Number: 11856

Initial License Date: 06/22/1993

Expires on: 12/31/2023

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Licensee Details

Name: Ms. Rebecca Malenke Rogers

Address: 4908 Mountain View Pkwy
Birmingham AL 35244

County: Out Of State

Phone: 205-912-8540

Employer: Neel-Schaffer, Inc.

License Type: Professional Engineer

License Number: 18157

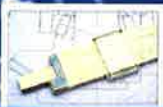
Initial License Date: 08/30/2007

Expires on: 12/31/2025

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Licensee Details

Name: Mr William Case Fulcher

Address: 15892 Hwy 397
Louisville MS 39339

County: Winston

Phone: 662-803-8331

Employer:

License Type: Professional Engineer

License Number: 31725

Initial License Date: 03/02/2021

Expires on: 12/31/2025

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Licensee Details

Name: Mr Mark Thomas Sorrell

Address: 315 Ingleside Drive
Madison MS 39110

County: Madison

Phone: 601-863-9565

Employer: Neel-Schaffer, Inc

License Type: Professional Engineer

License Number: 19483

Initial License Date: 01/01/2010

Expires on: 12/31/2024

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Licensee Details

Name: Mr Jeffrey Cleveland Altman

Address: 303 Pimlico Drive
Brandon MS 39042

County: Ms

Phone: 601-946-7697

Employer: Neel-Schaffer, Inc.

License Type: Professional Engineer

License Number: 15925

Initial License Date: 05/29/2003

Expires on: 12/31/2023

Michael Essary, PE



Registrations

Professional Engineer: Mississippi, 11856

Education

Bachelor of Science, Civil Engineering,
Mississippi State University, 1988

Professional History

Mr. Essary joined Neel-Schaffer in 1996 and has more than 30 years of experience in the engineering field, working as a Project Engineer and/or Project and Client Manager on a wide variety of civil site, roadway and transportation projects.

Mike has 25 years of management experience, and for many years he served as the Engineer Manager for Neel-Schaffer's Pine Belt Region, overseeing the Hattiesburg and Laurel offices. Mike oversees a variety of projects for clients that include counties, municipalities, schools and state and federal organizations.

As a Project and Client Manager, Mike listens to clients to understand the needs and challenges of their projects and then works closely with them to develop solutions that fit within budget and timelines. Mike takes great pride in developing a project from the conceptual stage through construction. He has a thorough knowledge of the various permitting processes most projects must go through, and he has extensive experience working with local, state and federal officials.

Related Experience

Hall Avenue East Overpass, Hattiesburg, MS: Project Manager. This project creates a new route through Downtown Hattiesburg that reduces the need for users to cross at-grade rail crossings. The project consists of 1.1 miles of new roadway and an elevated roadway bridge over the Canadian National Railroad along with sidewalks, lighting and a roundabout at the intersection of Hall Avenue and Bay Street. The construction costs are \$15.0M. Neel-Schaffer's role includes design, coordination of utility relocation and construction oversight.

US 49 from Camp Shelby to US 98, Hattiesburg, MS: Project included reconstructing/widening the inside and outside shoulder and slopes along US 49. The project included: improvement of the vertical alignment at selected locations; shifting or closing median crossovers that did not meet the required sight distance and spacing requirements; installation

of guardrails along the outside shoulders in areas where slope criteria could not be achieved within the existing right-of-way; and the replacement of a traffic signal and the addition of modern ITS elements. Neel-Schaffer needed just five months to complete design and deliver plans for this 3.5-mile, \$10 million highway safety construction project for the MDOT.

Central Avenue / Roadway and Lighting Improvements, (MDOT / STP Funds), City of Laurel, MS: Design and preparation of construction plans for widening the existing two-lane street to a three-lane section between Spec Wilson Boulevard and Cook Avenue. The project also included the design and construction of a Round-A-Bout at the intersection of Central Avenue and Maple Street. Coordination with the Mississippi Department of Transportation, Federal Highway Administration, and local utility companies was required.

Jefferson Street Phase II, (MDOT / STP Funds), City of Laurel, MS: Design and preparation of construction plans for widening the existing two-lane street to four lanes. The project included coordination with the Mississippi Department of Transportation, Federal Highway Administration, and local utility companies.

5th Street, (MDOT / STP Funds), City of Laurel, MS: Design and preparation of construction plans for the resurfacing/stripping and traffic signal coordination along 5th Street.

4th Street Improvements, Hattiesburg, MS: Project Manager. Neel-Schaffer provided design and construction oversight for this improvement project. Due to increased traffic along the east-west Fourth Street corridor in Hattiesburg, the project provided much needed roadway improvements and expansion for area motorists. The \$5.3 million project was divided into two phases, involving work to widen a two-lane open ditch road into a three-lane curb-and-gutter road with drainage improvements. The project included grading, storm drainage, erosion control, traffic control, ROW acquisition and utility relocation. Phase one involved about a mile of roadway from 25th Avenue to Hutchinson Avenue, and phase two continued on to North Street, totaling around 1.3 miles in distance.

USM, 31st Avenue Pedestrian Corridor, Hattiesburg, MS: Provided oversight for the design and construction engineering for the construction of a pedestrian corridor along 31st Avenue between Montague Boulevard and Pearl Street. The improvements will create a pedestrian space able to accommodate walking, jogging, cycling and general gathering areas. This project will help provide safe access onto and throughout the campus and will include brick paving, decorative lighting, benches, bike racks, trash receptacles and emergency call stations. The project will be ADA-compliant and will feature landscaping and irrigation along the corridor.

Lance Decuir, PE, AICP, RSP



Registrations

Professional Engineer: LA 45293; TX 137419; FL 67731

Certifications

American Institute of Certified Planners
Road Safety Professional

Education

Bachelor of Science, Civil Engineering,
Louisiana State University, 2002

Master of Science, Transportation
Systems, University of Central Florida,
2008

Master's of Business Administration,
University of Central Florida, 2011

Professional History

Mr. Decuir joined Neel-Schaffer in 2023 and serves as a Senior Project Manager for Transportation planning, based in the firm's Lafayette (LA) office.

Lance has two decades of experience in transportation planning, preliminary engineering, and management, eight with the Florida Department of Transportation and 12 for consulting engineering firms.

From transportation policy initiatives at the local level to project development studies at the statewide level, Lance has extensive experience in a multitude of transportation disciplines, including transportation planning, project management, public involvement, transportation engineering, environmental studies, and traffic control studies.

Related Experience

Comprehensive Safety Action Plan for Central Mississippi Planning and Development District, Jackson, MS:

Deputy Project Manager. Neel-Schaffer is preparing a Comprehensive Safety Action Plan for the CMPDD, which covers Copiah, Hinds, Madison, Rankin, Simpson, Warren, and Yazoo Counties. The project includes public engagement, safety analysis, equity analysis, policy review, vision and goal setting, and strategy and project selection for each county within the study area.

Comprehensive Safety Action Plan for Starkville, Mississippi:

Project Manager. Neel-Schaffer is preparing a Comprehensive Safety Action Plan for the City of Starkville, which covers the City of Starkville and Mississippi State University. The project includes public engagement, safety analysis, equity analysis, policy review, vision and goal setting, and strategy and project selection for both the City and the University.

Comprehensive Safety Action Plan for the Capital Region Planning Commission, Baton Rouge, LA:

Deputy Project Manager. Neel-Schaffer is preparing a Comprehensive Safety Action Plan for the Capital Region Planning Commission, which covers East Baton Rouge, West Baton Rouge, Iberville, Ascension,

and Livingston Parishes. The project includes public engagement, safety analysis, equity analysis, policy review, vision and goal setting, and strategy and project selection for each parish within the study area.

Comprehensive Safety Action Plan for the South Central Planning and Development Commission, Houma, LA:

Project Manager. Neel-Schaffer is preparing a Comprehensive Safety Action Plan for the Houma Thibodaux Metropolitan Planning Organization region, which covers Assumption, Lafourche, and Terrebonne Parishes. The project includes public engagement, safety analysis, equity analysis, policy review, vision and goal setting, and strategy and project selection for HTMPO area.

Comprehensive Safety Action Plan for the Ouachita Council of Governments / North Delta Regional Planning and Development District, Inc., Monroe, LA:

Project Manager. Neel-Schaffer is preparing a Comprehensive Safety Action Plan for the Ouachita Parish region. The project includes public engagement, safety analysis, equity analysis, policy review, vision and goal setting, and strategy and project selection for the Ouachita Parish region.

Williamson County (TX) Corridor E Study:

Project Manager. This study involves a new corridor in Williamson County. The proposed facility is a controlled access facility with two 2-lane main lanes, two 3-lane frontage roads, and two shared-use paths (one on each side of the ROW). The proposed ROW will be 350 feet wide; however, it may vary to accommodate drainage, including detention ponds and drainage easements. Lance's team developed a feasible route for a greenfield, new-location controlled access roadway between future SH 29 and Ronald Reagan Boulevard.

TxDOT Austin District, I-35 Schematic and Environmental Study (FM 1431 to SH 45), Round Rock, TX:

Project Manager for this schematic and environmental study that included approximately \$1.5 billion in improvements for the study of I-35 in Round Rock from SH 45 to FM 1431, approximately 7 miles. The study included conceptual alternatives analysis and traffic operational analysis to determine the most optimal solution for this section of I-35 and included collector-distributor analysis, general use and main lane analysis to add capacity of this section of I-35 in Round Rock.

Ronald Reagan Route Study, Williamson County, TX:

Project Manager responsible for the study to analyze the extension of Ronald Reagan Boulevard from I-35 to H-95, approximately 10 miles. Responsible for the development of various sections of roadway to analyze alignments while minimizing impacts on the surrounding environment. The extension is proposed to be a four-lane mainline limited access facility, with three-lane frontage roads in each direction.

Nicholas Broussard, PE, PTP



Registrations

Professional Engineer: LA No. 39864

Education

Bachelor of Science, Civil Engineering,
University of Louisiana at Lafayette, 2009
Master of Science, Civil Engineering, 2015

Certifications

Professional Transportation Planner: No. 585

Professional History

Mr. Broussard joined Neel-Schaffer in 2009 and has 15 years of experience focused on transportation planning, travel demand modeling, air quality modeling, and traffic engineering. Prior to joining the firm, he worked for the Louisiana Department of Transportation and Development (LADOTD). He has experience in strategic visioning and planning, public and stakeholder outreach, multimodal travel demand and traffic modeling, demographic forecasting, region-wide and site-specific safety data analysis, environmental modeling development and analysis, traffic studies, and corridor studies.

Mr. Broussard has served as a planner for more than 10 local and regional transportation plans in Louisiana, Mississippi, Arkansas, Tennessee, Alabama, and Texas.

Related Experience

SS4A Safety Action Plan for City of Clarksville, TN: Project Manager. Neel-Schaffer is preparing a Comprehensive Safety Action Plan for the City of Dothan. Mr. Broussard is overseeing development of the project and is responsible for the equity analysis and safety element.

2045 Mississippi Unified Long-Range Transportation Infrastructure Plan (MULTIPLAN). Mr. Broussard oversaw development of the regional safety analysis for each MPO plan (Jackson, Hattiesburg, and Gulf Coast), which included high-level short- and long-term recommendations for commonly identified locations within each MPA in need of safety improvement. He developed the transportation performance management section for each region, which analyzed regional performance compared to targets and proposed strategies and actions the MPO could take to maintain or improve performance. He assisted with the development of the three Metropolitan Transportation Plans. This plan was conducted according to the MAP-21 requirements with emphasis on performance management and a multimodal approach. He assisted with development of the three Travel Demand Models and assisted with developing the final staged improvement programs and short-term projects.

Louisiana 2055 Statewide Transportation Plan:

Mr. Broussard is overseeing development of the base and forecast socioeconomic data for the statewide travel demand model. He also assisted with the existing plans review.

Mississippi 2050 Statewide and MPO Models Update:

Mr. Broussard is overseeing development of the base and forecast socioeconomic data for the statewide and three MPO travel demand models in Mississippi.

CMPDD Safety Action Plan: As a Planner, Mr. Broussard is responsible for development of the equity analysis of the Safety Action Plan.

Starkville Safety Action Plan: As a Planner, Mr. Broussard is responsible for development of the equity analysis of the Safety Action Plan.

Memphis (TN) 2050 Regional Transportation Plan:

Mr. Broussard oversaw development of the regional safety analysis for the plan, which included high-level short- and long-term recommendations for commonly identified locations within the MPA in need of safety improvement. He assisted with the development of the long-range transportation plan. This plan was conducted according to the IIJA requirements with emphasis on performance management and a multimodal approach. It incorporated identification of short-term projects, including non-capacity projects, that can be implemented to address existing needs, as well as the staged improvement program.

Baton Rouge (LA) 2046 Metropolitan Transportation Plan (MOVE 2046):

Mr. Broussard oversaw development of the regional safety analysis for the plan, which included high-level short- and long-term recommendations for commonly identified locations within the MPA in need of safety improvement. He oversaw development of the transportation performance management section, which analyzed regional performance compared to targets and proposed strategies and actions the MPO could take to maintain or improve performance. He also assisted with the development of the long-range transportation plan, which was conducted according to the FAST Act requirements with emphasis on performance management and a multimodal approach. He assisted in the development of the Travel Demand Model and oversaw the air quality assessment.

Clarksville (TN/KY) 2050 Metropolitan Transportation Plan:

Mr. Broussard is overseeing development of the region's long-range transportation plan. Included in this plan is a regional safety analysis for the plan including high-level short- and long-term recommendations for commonly identified locations within the MPA in need of safety improvement. He is overseeing development of the transportation performance management section, which analyzes regional performance compared to targets and proposed strategies and actions the MPO could take to maintain or improve performance.

Becky Rogers, PE, PTP, RSP₁



Registrations

Professional Engineer: Mississippi 18157; Alabama 26739; Florida 75992; Georgia 35428; South Carolina 28522

Education

Bachelor of Civil Engineering, Auburn University, 1998
Master of Community Planning, Auburn University, 1999

Certifications

Professional Transportation Planner (PTP)
Road Safety Professional (RSP)
10 Hour OSHA Course

Professional History

Ms. Rogers has over 23 years of experience as a transportation engineer and planner. She has managed numerous projects and has worked with many municipalities, counties, and governmental agencies, including several DOTs and MPOs, FHWA, FRA, FTA, and the FAA. She has experience in roadway design, transportation planning, safety studies, aviation planning & design, construction management, and large-scale data collection.

Related Experience

Safety Action Plan, Dothan, Alabama: Project Manager for a Safe Streets for All Safety Action Plan for the City of Dothan. The planning effort includes extensive public engagement, equity analysis, crash analysis, goal setting, strategy/project selection and prioritization, and an implementation plan.

2045 Long Range Transportation Plan, Auburn-Opelika MPO, Alabama: Project manager for a 40 Year Long Range Transportation Plan for the Auburn-Opelika MPO. Project included collecting and analyzing data on the current transportation system, performing a multimodal safety analysis, conducting public meetings, setting goals for future transportation management, and proposing a plan to accomplish these goals.

Fairhope Comprehensive Land Use Planning: Project Manager. Neel-Schaffer is providing professional planning services for the Fairhope Area Community-Based Comprehensive Land Use Plan. This project is being funded with an Alabama Department of Conservation and Natural Resources grant. The plan will thoroughly identify, address and anticipate the issues and concerns within the City of Fairhope to retain its quality of life, unique coastal character & charm, and natural resources/ecosystems while supporting economic growth and expansion.

Long Range Transportation Plan, Southeast Wiregrass Area MPO, Alabama: Project planner for a 40 Year Long Range Transportation Plan for the Southeast Wiregrass Area MPO. Project included collecting data on the current transportation system, conducting public meetings and charrettes to obtain input on transportation needs, setting goals for future transportation management, and proposing a plan to accomplish these goals.

Carbon Reduction Strategy, ALDOT: Project manager for the development of ALDOT's first Carbon Reduction Strategy to reduce carbon dioxide emissions in the transportation sector. An existing conditions assessment was completed to calculate Alabama's existing carbon dioxide emissions. A carbon reduction vision statement, goals, focus areas, strategies, and implementation actions were developed in consultation with ALDOT and the state's Metropolitan Planning Organizations (MPOs). The proposed goals and strategies were compared against current statewide and MPO plans for alignment.

2050 Metropolitan Transportation Plan, Clarksville-Montgomery Regional Planning Commission, Tennessee/Kentucky: Primary quality control reviewer for a long-range transportation plan that utilizes an innovative, performance-based approach to address the region's multimodal needs and meet new federal requirements.

Transit Development Plan, Lee-Russell Council of Governments, Alabama: Project Manager for a Transit Development Plan for the area served by the Lee-Russell Council of Governments in Alabama. The plan reviews the existing public transit system and proposes new ideas that will enhance and optimize both urban and rural transit operations within the service areas. Public surveys and meetings were also key components of this project.

FDOT MUTCD Curve Compliance, State of Florida: Project manager for a statewide horizontal curve analysis which involved leading a large project team (including seven subconsultants). Project included collecting horizontal curve data using CARS (Curve Advisory Reporting Service), processing the data, and providing recommended advisory speeds and signage for nearly 5,000 sites throughout Florida. The project also included preparing sign plans for curves to bring them into compliance with the 2009 MUTCD and entering curve data into the RCI database.

ALDOT Horizontal Curve Safety Improvement Program, State of Alabama: Project manager for Roadway Safety Assessments at 323 sites in the south half of the state (ALDOT's Southeast and Southwest Regions and the Alexander City Area of the East Central Region) for areas with high crash frequencies. Project included collecting horizontal curve data utilizing the CARS (Curve Advisory Reporting Service) system. Supporting crash data provided by the state was analyzed and field assessments were conducted with ALDOT staff. Road Safety Assessment Reports were prepared with recommendations for countermeasures to increase safety.

ALDOT Road Safety Reviews, State of Alabama: Project manager for multiple road safety reviews for ALDOT's Office of Safety. Project included reviewing crash data at each site, conducting road safety reviews, and preparing reports proposing short and long term solutions to reduce crashes.

Santosh Andem, PE, PTOE



Registrations

Professional Engineer: Louisiana 36465

Certifications

Certified Professional Traffic Operations Engineer (PTOE) 3017

Education

B. Tech, Civil Engineering, 2003
Master of Science, Civil Engineering, 2006

Professional History

Mr. Andem joined Neel-Schaffer in 2011. He has nearly 15 years of professional experience working as a transportation/ traffic engineer in both the public and private sectors. He serves as an engineer for local and regional transportation plans, travel demand models, safety studies, corridor analysis, traffic signal engineering, traffic impact studies, traffic simulation models, and other traffic engineering related projects for both public and private developments.

Mr. Andem has extensive experience in traffic data forecasting using travel demand models, region wide safety data analysis, trip Generation, Congestion Management Process (CMP), transit modeling using STOPS, traffic studies for Environmental Impact Statement projects, traffic operations analysis, development of traffic signal timing plans, public involvement meetings, access management studies, and all aspects of traffic data collection.

Related Experience

SS4A Safety Action Plan for City of Dothan, AL: Mr. Andem worked on processing the crash data to intersection and segment related crashes using Maptitude 2023. Additionally, Mr. Andem helped in creating crash summaries categorized by severity, alcohol, month, weekday, as well as developing heat map showing regional safety trends of fatal and serious injury crashes, as well as pedestrian and bicycle fatalities and serious injuries.

2050 Memphis Regional Transportation Plan: Mr. Andem worked on Congestion Management Process (CMP) for Memphis Metropolitan Planning Organization as part of 2050 Transportation Plan. Tasks completed by Mr. Andem include identifying recurring congested locations using INRIX and travel demand model data and developing congestion management strategies using FHWA congestion management toolbox. Mr. Andem also worked on identifying feasibility of potential roundabout locations.

2045 Mississippi Unified Long-Range Transportation Infrastructure Plan (MULTIPLAN): Mr. Andem worked on

Congestion Management Process (CMP) for Hattiesburg, Jackson and Gulf Coast Metropolitan Planning Organizations (MPO) as part of 2045 Mississippi Long Range Plan. Tasks completed by Mr. Andem include identifying recurring and non-recurring congested locations using INRIX and travel demand model data and developing congestion management strategies using FHWA congestion management toolbox. Mr. Andem worked on calibrating and validating the existing Federal Transit Administration (FTA) Simplified Trips-on-Project Software (STOPS) model for Hattiesburg, Jackson and Gulf Coast Metropolitan Planning Organizations.

Monroe Urbanized Area Metropolitan Transportation Plan (MTP) 2040, Ouachita Parish, LA: Mr. Andem worked on the safety element of this project. Tasks completed by Mr. Andem included identifying high crash segments/intersections, crash patterns, determining contributory causes and developing a report detailing findings and recommendations.

Lake Charles Urbanized Area Metropolitan Transportation Plan (MTP) 2040, Calcasieu Parish, LA: Mr. Andem worked on the safety element of this project. Tasks completed by Mr. Andem included identifying high crash segments/intersections, crash patterns, determining contributory causes and developing a report detailing findings and recommendations.

2040 Lafayette MPO Metropolitan Transportation Plan, Lafayette Consolidated Government, LA: Mr. Andem worked on the safety element of this project. Tasks completed by Mr. Andem included identifying high crash segments/intersections, crash patterns, determining contributory causes and developing a report detailing findings and recommendations.

Baton Rouge Metropolitan Planning Organization (MPO) Transportation Plan Update, LADOTD, EBR, WBR, Ascension, Livingston and Iberville Parishes, LA: Mr. Andem worked on the safety element of this project. Tasks completed by Mr. Andem included identifying high crash segments/intersections, crash patterns, determining contributory causes and developing a report detailing findings and recommendations.

Lafayette (LA) MPO 2040 Metropolitan Transportation Plan: Traffic data was used to develop hourly distribution factors which in turn were used to develop traffic volume by hours of the day. These traffic volumes developed by hours of the day were used in safety analysis.

Baton Rouge (LA) 2037 Metropolitan Transportation Plan: Traffic data was used to develop hourly distribution factors which in turn were used to develop traffic volume by hours of the day. These traffic volumes developed by hours of the day were used in safety analysis.

Chuck LeBoeuf, PE, PTOE



Registrations

Professional Engineer: Louisiana 42854; Texas 143642

Certifications

Professional Traffic Operations Engineer (PTOE): 5397

Education

Bachelor of Science, Civil Engineering, University of Louisiana-Lafayette, 2012

Master of Science, Civil Engineering, University of Louisiana-Lafayette, 2014

Professional History

Mr. LeBoeuf joined Neel-Schaffer in 2014 and has nine years of experience in the engineering field, including 18 months as a Co-Op student with the Louisiana Department of Transportation and Development (LADOT)

Mr. LeBoeuf is one of 13 certified Professional Traffic Operations (PTOE) Engineers in the firm. He provides a wide variety of transportation-related services, including travel demand modeling, GIS, crash analysis, and traffic analysis.

He also has experience in the collection of turning movement counts for development projects and traffic observations for corridor studies.

Related Experience

SS4A Safety Action Plan for Capital Region Planning Commission, Baton Rouge, LA: Engineer.

Mr. LeBoeuf analyzed crash history to determine historical crash trends for fatal and serious injury crashes in the Baton Rouge, LA area. He used the crash data to determine locations with a high number of fatal and serious injury crashes.

SS4A Safety Action Plan for South Central Planning and Development District, Houma, LA: Engineer.

Mr. LeBoeuf analyzed crash history to determine historical crash trends for fatal and serious injury crashes in the Houma, LA area. He used the crash data to determine locations with a high number of fatal and serious injury crashes.

SS4A Safety Action Plan for Ouachita Parish, LA: Engineer.

Mr. LeBoeuf analyzed crash history to determine historical crash trends for fatal and serious injury crashes in the Monroe, LA area. He used the crash data to determine locations with a high number of fatal and serious injury crashes.

Clarksville (TN/KY) 2050 Metropolitan Transportation

Plan: Mr. LeBoeuf analyzed crash data to determine crash trends for the Clarksville Metropolitan Area. Additionally, Mr. LeBoeuf provided high-level recommendations for intersections that had a high number of rear end or right-angle crashes.

Memphis (TN) 2050 Long-Range Transportation Plan: Mr. LeBoeuf analyzed crash data to determine crash trends for the Memphis Metropolitan Planning Area. Additionally, Mr. LeBoeuf has developed the data for the safety performance curve, which compares potential crash reductions to project costs and benefits.

Pine Bluff (AR) 2045 Metropolitan Transportation Plan: Mr. LeBoeuf analyzed crash data to determine crash trends for the Pine Bluff Metropolitan Area. Also, Mr. LeBoeuf documented the existing freight conditions as well as the projected freight conditions and needs for the Pine Bluff Metropolitan Planning Area. Additionally, Mr. LeBoeuf analyzed the existing safety, bridge and pavement, performance, and transit conditions to develop the Transportation Performance Management reports.

Monroe (LA) 2045 Metropolitan Transportation Plan:

Mr. LeBoeuf documented the existing freight conditions as well as the projected freight conditions and needs for the Monroe Metropolitan Planning Area. Additionally, Mr. LeBoeuf analyzed the existing safety, bridge and pavement, performance, and transit conditions to develop the Transportation Performance Management reports.

2045 Mississippi Unified Long-Range Transportation

Infrastructure Plan (MULTIPLAN): Mr. LeBoeuf documented the existing freight conditions as well as future freight conditions and needs for all three Metropolitan Planning Areas in Mississippi. Additionally, Mr. LeBoeuf analyzed the existing safety, bridge and pavement, performance, and transit conditions to develop the Transportation Performance Management reports. For the Jackson and Gulf Coast MPAs, Mr. LeBoeuf performed Congestion Management Process (CMP) analyses. For the Gulf Coast MPA, Mr. LeBoeuf analyzed crash data to determine crash trends for the Mississippi Gulf Coast Metropolitan Area.

Houma (LA) 2045 Metropolitan Transportation Plan:

Mr. LeBoeuf analyzed the existing safety, bridge and pavement, performance, and transit conditions to develop the Transportation Performance Management reports.

Auburn (AL) 2045 Metropolitan Transportation Plan:

Mr. LeBoeuf documented the existing freight conditions as well as the projected freight conditions and needs for the Auburn Metropolitan Planning Area. Additionally, Mr. LeBoeuf analyzed the existing safety, bridge and pavement, performance, and transit conditions to develop the Transportation Performance Management reports.

Monroe (LA) 2040 Metropolitan Transportation Plan:

Mr. LeBoeuf collected school attendance data in support of the Monroe, LA Metropolitan Planning Area Travel Demand Model.

William Case Fulcher, PE, PTOE, PTP, RSP₂



Registrations

Professional Engineer: Mississippi 31725;
Louisiana 45329

Certifications

Professional Traffic Operations Engineer:
PTOE No. 5158 and Transportation Planner:
PTP No. 786; Road Safety Professional: RSP₂,
No. 147

Education

Bachelor of Science, Civil Engineering,
Mississippi State University, 2012
Master of Science, Civil and Environmental
Engineering, Mississippi State University, 2015

Professional History

Mr. Fulcher joined Neel-Schaffer in 2017 after working as a graduate research/teaching assistant for the Mississippi State University Department of Civil and Environmental Engineering. Since joining Neel-Schaffer he has provided a variety of traffic data collection and safety analysis studies and services.

Mr. Fulcher has extensive experience in corridor and intersection safety studies. Through the evaluation of crash history, roadway geometrics, and traffic volumes, he evaluates a variety of safety improvements to provide a ranked list of safety improvements. Mr. Fulcher has completed training and has extensive experience with LADOTD's CAT Scan safety tool. He also has significant experience in traffic forecasting, modeling, and analysis using CORSIM, HCS, Vistro, Synchro, ISATe, and TruTraffic.

Mr. Fulcher is a certified Professional Traffic Operations Engineer (PTOE), Professional Transportation Planner (PTP) and a Road Safety Professional Level 2 Infrastructure (RSP₂) and has completed LADOTD's Traffic Engineering Process and Report (TEPR) training.

Related Experience

SS4A Safety Action Plan for Central Mississippi Planning and Development District, Jackson, MS: Safety Analyst.

Performed a safety analysis. This includes determining the existing safety conditions and trends along with developing crash rates to facilitate the identification of priority locations.

SS4A Safety Action Plan for City of Starkville, MS: Safety Analyst. Performed a safety analysis. This includes determining the existing safety conditions and trends along with developing crash rates to facilitate the identification of priority locations.

South Montgomery Corridor Planning Study, Starkville, MS: Traffic Engineer. Provided traffic engineering analysis to determine capacity improvements on South Montgomery Street and to explore the feasibility of a new east-west connector.

I-59 at US 49 PEL Study, Forrest County, MS: Traffic Engineer, Safety Analyst. Provided the safety analysis for both existing and

future expected conditions. Assisted with traffic engineering services.

US 80: Intersection @ Bellevue Rd Stage 0/Feasibility Study (S.P. No. H.014044.1): Engineer Intern. Performed traffic data collection, safety analysis, and traffic operational analysis.

Retainer Contract for Safety Studies, District 07 Safety Investment Plan, 4400010504, Task Order No. H.013826.1. Engineer Intern. Analyzed and compared safety countermeasures and analyzed crash history to determine potential improvements. Developed a priority list for future safety projects.

I-10 / I-12 College Drive Flyover Design Build, Baton Rouge, LA: Traffic Engineer, Safety Analyst. Provided the safety analysis for the interchange modification report and traffic management plan for the proposed changes to the merger between I-12 and I-10 in Baton Rouge.

Retainer Contract for Safety Studies, District 08 Safety Investment Plan, 4400010504, Task Order No. H.013264.1. Engineer Intern, Safety Analyst. Identified potential safety improvements to seventy-two locations including both segments and intersections within LADOTD District 08. Developed an Excel based tool to perform benefit/cost comparisons of safety countermeasures. Prepared a ranked priority list of projects.

LA 385 Ryan Street Feasibility Study, Lake Charles, LA (S.P. No. 44-4402, T.O. No. H.012685.1), Engineer Intern. Performed data collection, traffic engineering, and transportation planning services for a feasibility study to determine safety and operational improvements for approximately 1.8 miles of LA 365 in Lake Charles, LA. Services included traffic volume forecasts, intersection and segment analysis, alternative development, and identifying potential safety countermeasures.

Runway 13-31 RSA & RPZ Improvement Project Traffic Study (S.P. No. H.011279.1) Engineer Intern: Provided traffic analysis and transportation planning services for the proposed relocation of LA 67 to provide an extended runway safety area for the Baton Rouge Metropolitan Airport.

US 190 & US 171 Signal Timing Study (S.P. No. 44-4064, T.O. No. H.012686.5) Engineer Intern: Provided traffic engineering services including both the development and implementation of traffic signal timing plans for ten signals in DeRidder, LA.

Retainer Contract for Safety Studies, District 05 Safety Investment Plan, Ouachita Parish, LA (S.P. No. 44-10504, T.O. No. H.014295.1): Task Manager, Traffic Engineer, Safety Analyst. Performed area wide safety screening to identify areas with high potential for safety improvements. Identified potential safety improvements to 76 locations including segments and intersections within LADOTD District 07. Prepared a ranked priority list of projects. Coordinated and led project meetings.

Mark Sorrell, PE, PTOE



Registrations

Professional Engineer: Mississippi 19483; Arkansas 19049

Certifications

Certified Professional Traffic Operations Engineer (PTOE) 3187

Education

Bachelor of Science, Civil Engineering, Mississippi State University, 2004

Master of Science, Civil Engineering, Clemson University, 2006

Professional History

Mr. Sorrell joined Neel-Schaffer in 2006 and has worked on a variety of traffic engineering and transportation planning projects for MDOT and numerous local governments throughout Mississippi.

He has provided traffic signal timing services for some of Mississippi's most heavily traveled corridors, including Lakeland Drive in Jackson, Hardy Street in Hattiesburg, and SR 609 in Ocean Springs. Additionally, he has designed traffic signals and traffic signal modifications in Laurel, Oxford, Columbus, and Southaven as well as for MDOT along US 98 in George County and US 49 in Forrest County. He also served as project engineer on the replacement or upgrade of 28 signalized intersections in downtown Meridian. Mr. Sorrell has provided transportation planning services analyzing several major interstate corridors for MDOT.

Related Experience

SS4A Safety Action Plan for Central Mississippi Planning and Development District, Jackson, MS: Traffic Engineer. My role in this project was to analyze historical crash data to identify trends signaling potential areas of concern. I also contributed to engaging with the public, aiming to understand their perspectives and involve them in the process.

I-59 Feasibility Study, Laurel, MS: Traffic Engineer. Services included establishing existing traffic patterns and operations along I-59 from Beacon Street through US Highway 84. Additional services included analyzing crash history, developing projected opening year and design year traffic volumes, identifying potential capacity and safety improvements, and analyzing design alternatives which included the potential closure and/or relocation of interstate access points.

I-20 and I-55 South Feasibility Study, Jackson, MS: Traffic Engineer. Services included establishing existing traffic patterns and operations, analyzing crash history, projecting design year traffic volumes, identifying potential capacity and safety improvements, and analyzing design alternatives.

I-20 Improvements at Norrell Road Interchange, Hinds County, MS: Traffic Engineer. Services included traffic volume

projections and analysis, preparation of an Interchange Modification Request, and preliminary designs for traffic signal improvements. Traffic volumes and analyses were performed for existing conditions and design year conditions with and without the proposed improvements. The study area extended from Bolton, MS, to Clinton, MS, and included four interchanges along the I-20 corridor and a portion of the Natchez Trace Parkway.

Martin Luther King Avenue Rehabilitation and Extension, Hattiesburg, MS:

Traffic Engineer. Services included providing a technical memorandum to MDOT during a preliminary evaluation of a proposed project. Other services included developing and analyzing noise models for existing and future conditions. The project scope included extending a residential street, Martin Luther King Avenue, approximately 0.25 miles to Helveston Road.

Reunion Parkway Interchange on I-55, Madison, MS: Traffic Engineer. Performed traffic engineering services for the evaluation of a planned interchange along I-55 in Madison County, MS. Services included developing traffic volume forecasts, performing capacity analyses, evaluating design alternatives, developing year-of-need analyses, preparing an Interchange Access Request, and developing a traffic noise model.

Capitol Street Central Business District (CBD) Traffic Study, Jackson, MS:

Traffic Engineer. Services included guidance on ADA sidewalk treatment design and installation as well as traffic signal review for pedestrian and vehicular operations. The traffic study included an analysis of the Central Business District traffic flow and intersection capacities for three daily peak hours. Potential future traffic generators were identified and their anticipated impacts were incorporated in the analysis. In addition, trip distribution and assignment were evaluated to determine the impacts that converting Capitol Street from one-way to two-way operation would have on circulation downtown. The study included the use of the traffic analysis package Synchro to evaluate future conditions and to identify potential modifications to the traffic signal timings currently in use.

University of Mississippi Medical Center, Jackson, MS:

Traffic Engineer. Evaluated existing and projected traffic flows and recommended roadway and access improvements. Study included traffic volume shifts due to the relocation of services and parking on and around UMMC.

I-55 from County Line Road to Old Agency Road, Jackson and Ridgeland, MS:

Traffic Engineer. Established traffic patterns and operations, projected traffic volumes, identified potential improvements, and analyzed design alternatives. Also prepared traffic flow diagrams, calculated levels of service, and summarized the general analysis process for a technical memorandum and interchange access request.

Ting Yi, PhD, PE



Registrations

Professional Engineer: Texas 108975

Education

Ph.D., Civil Engineering, North Carolina State University, 2008

Master of Science, Civil Engineering, Tongji University (China), 2004

Bachelor of Science, Civil Engineering, Tongji University (China), 2001

Professional History

Dr. Yi has 16 years of experience in traffic engineer (HCS, Synchro), micro simulation model (VISSIM), safety analysis (IHSDM, ISATe) and travel demand modeling (TransCAD). She has been responsible for the refinement and application of traffic and transportation systems to evaluate potential federally funded projects at both the regional and corridor levels in Louisiana, Texas, Illinois, Michigan, and North Carolina. She led the traffic and safety study, micro simulation model and TDM for traffic projection, analysis, and alternatives recommendations in Louisiana I-10/I-12 College Drive study, TxDOT Mobility 35 Plan, Interstate 10 Corridor Study, MDOT Kalamazoo PEL Study, NCDOT US 521 feasibility study, and NTTA toll roads system.

Related Experience

2045 Mississippi Unified Long-Range Transportation

Infrastructure Plan (MULTIPLAN): As a senior modeler, Dr. Yi assists the development of the statewide, and regional (Starkville, Jackson, Gulf Coast, Hattiesburg) travel demand models. To validate the model, data collection was obtained from multiple sources (MDOT, Google Imagery, 2010 Census) and included AirSage O-D data. Initial model runs and adjustments were compared with obtained data to validate TDM outputs. To refine the previous 2040 model, Dr. Yi identified committed projects, and used validated TMD and AirSage O-D data to understand future travel patterns with new improvements.

MDOT Statewide and MPO Travel Demand Models Update

2050: Dr. Yi is serving as the task lead to update the statewide and MPO travel demand models to year 2050 using big data sources and detailed freight data.

2055 Louisiana Statewide Transportation Plan and Travel

Demand Model: Dr. Yi is serving as the task lead to update the statewide travel demand model to year 2055 using big data sources. For the first time, a detailed freight model is being developed as part of this update to provide commodity level data at the parish level.

Memphis (TN) 2050 Regional Transportation Plan: Dr. Yi served as the task lead for the TDM and the Transit Simplified Trips-on-Project Software (STOPS) model. She reviewed and updated the TDM through evaluation of demographic/economic/land use data and highway network. To calibrate base year model for actual conditions, Dr. Yi did Streetlight O-D data analysis to update the external-external trips and external-internal trips equations. She conducted scenarios of different transportation investments and evaluated model performance and traffic data to develop transportation projects priority lists for future years. She also led the effort for transit study including STOPS model calibration, base year scenario evaluation and future year transit needs analysis.

Baton Rouge (LA) 2046 Metropolitan Transportation Plan

(MOVE 2046): As modeling task lead, Dr. Yi updated the TDM TAZs, highway network and Transit network using TransCAD through the evaluation of land use/DOTD traffic/CATS Transit data. She also reviewed 2019/2020 Capital Region Transportation Survey (CRTS) report and helped the development of tour based regional model. Dr. Yi used Streetlight O-D data to analyze EE trips, calibrated EI trips equations and trip length frequency distribution. Finally, Dr. Yi developed a calibrated and validated TDM. Following the base model development, Dr. Yi conducted traffic projections and evaluated alternatives using various corridor layouts.

Lafayette (LA) 2045 Metropolitan Transportation Plan:

As travel demand task lead, Dr. Yi developed a calibrated and validated TDM. She adjusted modeled input data to reflect existing demographic and land use activities. She analyzed the Streetlight O-D data to understand regional travel patterns and trip length frequency. She updated the model parameters to validate the daily model estimated volumes against traffic counts. Dr. Yi also conducted traffic projections and evaluated future year various corridor layouts and scenarios.

TxDOT GEC Mobility 35 Plan: As part of mobility and safety study on IH-35 in Austin, TX, improvements included main lane widening, new bridge, and new ramps. Dr. Yi, as GEC AECOM traffic lead and task manager, worked on multiple tasks including Downtown new concept operational analysis, Parmer/GAP IAJR review, Capital Express IAJR review and Extra pavement feasibility analysis. She led the TDM development in TransCAD for traffic analysis and alternatives recommendations including Managed Lane, HOV lane, and GP expansion. To develop reasonable outputs for Managed lanes, Dr. Yi accomplished 2040 TDM by incorporating travel time reliability.

Candace Wilhelmer



Education

Bachelor of Science, Urban Studies & Planning, University of New Orleans, 2022

Professional History

Candace Wilhelmer is a Transportation Planner at Neel-Schaffer in the Lafayette office and has been with the firm since August 2022. Ms. Wilhelmer possesses a Bachelor of Science in Urban Studies & Planning from the University of New Orleans. During her studies, she gained experience working with New Orleans city-based projects addressing repeated flood loss, disaster mitigation, and planning, which helped her develop GIS, technical writing, and research skills.

Related Experience

SS4A Safety Action Plan for Central Mississippi Planning and Development District, Jackson, MS Transportation

Planner. Ms. Wilhelmer worked as a Transportation Planner with responsibilities that included conducting thorough analyses of equity data, environmental justice data, including communities of concern, and developing the community profiles section in the report.

SS4A Safety Action Plan for City of Starkville, MS

Transportation Planner. Ms. Wilhelmer worked as a Transportation Planner with responsibilities that included conducting thorough analyses of equity data, environmental justice data, including communities of concern, and developing the community profiles section in the report.

SS4A Safety Action Plan for City of Dothan, AL

Transportation Planner. Ms. Wilhelmer worked as a Transportation Planner with responsibilities that included conducting thorough analyses of equity data, environmental justice data, including communities of concern, and community profiles. She had also contributed to the public outreach for Dothan to get public input on the safety action plan through survey.

SS4A Safety Action Plan for City of Clarksville, TN

Transportation Planner. Ms. Wilhelmer worked as a Transportation Planner with responsibilities that included conducting thorough analyses of equity data, environmental justice data, including communities of concern, and developing the community profiles section in the report.

SS4A Safety Action Plan for Capital Region Planning

Commission, Baton Rouge, LA: Transportation Planner.

Ms. Wilhelmer worked as a Transportation Planner with responsibilities that included conducting thorough analyses of equity data, environmental justice data, including communities of concern, and developing the community profiles section in the report.

SS4A Safety Action Plan for South Central Planning and

Development District, Houma, LA: Transportation Planner.

Ms. Wilhelmer worked as a Transportation Planner with responsibilities that included conducting thorough analyses of equity data, environmental justice data, including communities of concern and developing the community profiles section in the report.

SS4A Safety Action Plan for Ouachita Parish, LA:

Transportation Planner. Ms. Wilhelmer worked as a Transportation Planner with responsibilities that included conducting thorough analyses of equity data, environmental justice data, including communities of concern, and developing the community profiles section in the report.

MDOT 2050 Statewide and MPO TDM Updates:

Ms. Wilhelmer assisted with the updates of the Mississippi statewide data through organizing various data sources and forecasted the data to view the growth of the population and employment throughout the counties. She also worked on GIS portions of the data to accurately display employment data.

LA 2055 Statewide Transportation Plan and Travel Demand

Model Update: Ms. Wilhelmer assisted in the travel demand modeling projects and plans including the forecasting and analysis of socioeconomic data, strategic visioning, ArcGIS for transit. She also worked on data pulling to organize the written report sections. The population and employment control totals for each parish were developed based on stakeholder input, reviewing the recent trends and growth rates in existing plans, and a review of third-party data.

Clarksville (TN/KY) 2050 Metropolitan Transportation Plan:

Assisted with the region's long-range transportation plan. She worked with the data pulling, written various report sections of the state of current system report regarding the demographic profile, travel demand management and ITS and emerging technologies of the region, she had also worked environmental scoring and growth forecast control totals.

Eric Nielsen



Education

Bachelor of Arts, Environmental Studies,
Westminster College, 2011

Associate of Applied Science, Geographical
Information Systems, Westminster College,
2009

Associate of Science, Geography, Westminster
College, 2009

Professional History

Mr. Nielsen joined Neel-Schaffer, Inc. in 2022 as a Transportation Planner, bringing eight years of experience. His responsibilities include GIS analysis, technical writing and public engagement.

Related Experience

SS4A Safety Action Plan for Central Mississippi Planning and Development District, Jackson, MS: Transportation Planner. Mr. Nielsen worked as a Transportation Planner with responsibilities that included GIS mapping of equity data, environmental justice data, including communities of concern, and transportation disadvantaged communities and gathering population and safety data including total number of motor vehicle fatalities, average annual fatality rate and the percentage of population in underserved communities.

SS4A Safety Action Plan for City of Starkville, MS: Transportation Planner. Mr. Nielsen worked as a Transportation Planner with responsibilities that included GIS mapping of equity data, environmental justice data, including communities of concern, and transportation disadvantaged communities and gathering population and safety data including total number of motor vehicle fatalities, average annual fatality rate and the percentage of population in underserved communities.

SS4A Safety Action Plan for City of Dothan, AL Transportation Planner. Mr. Nielsen worked as a Transportation Planner with responsibilities that included GIS mapping of equity data, environmental justice data, including communities of concern, and transportation disadvantaged communities and gathering population and safety data including total number of motor vehicle fatalities, average annual fatality rate and the percentage of population in underserved communities. He also prepared a public survey and participated in the public outreach for the survey.

SS4A Safety Action Plan for City of Clarksville, TN Transportation Planner. Mr. Nielsen worked as a Transportation Planner with responsibilities that included GIS mapping of equity data, environmental justice data, including communities of

concern, and transportation disadvantaged communities. He also prepared a public survey and participated in the public outreach for the survey.

SS4A Safety Action Plan for Capital Region Planning Commission, Baton Rouge, LA Transportation Planner. Mr. Nielsen worked as a Transportation Planner with responsibilities that included GIS mapping of equity data, environmental justice data, including communities of concern, and transportation disadvantaged communities.

SS4A Safety Action Plan for South Central Planning and Development District, Houma, LA Transportation Planner. Mr. Nielsen worked as a Transportation Planner with responsibilities that included GIS mapping of equity data, environmental justice data, including communities of concern, and transportation disadvantaged communities.

Memphis (TN) 2050 Long-Range Transportation Plan: As a Planner, Mr. Nielsen assisted with the development of project prioritization scores and public outreach summary data.

2045 Long Range Transportation Plan, Auburn-Opelika MPO, Alabama: As a Planner, Mr. Nielsen is involved with the development of a transit plan for the Auburn-Opelika and Phenix City transit services. He is assisting with development of recommendations to improve local transit services and with developing public outreach summary data.

MDOT 2050 Statewide and MPO TDM Updates: Mr. Nielsen assisted with updating the Mississippi statewide data by organizing the data sources and forecasting the growth of the population and employment throughout all counties. He also worked on GIS portions of the data to accurately display employment data.

LA 2050 Statewide Transportation Plan and Travel Demand Model Update: Mr. Nielsen assisted with the statewide analysis of educational resources and employment data including the forecasting and analysis of socioeconomic data, strategic visioning, and ArcGIS mapping. He also worked on data pulling to organize the written report sections.

Opelousas (LA) Long-Range Transportation Plan: As a Planner, Mr. Nielsen is involved with forecasting the future transportation needs for the City of Opelousas. He is assisting in the analysis of socioeconomic Data and forecasting the future population and job growth. He also worked on GIS portions of the data to accurately display transportation needs, Land use, bike/ped infrastructure, road/bridge conditions, and safety crash data.

Eric Sills



Education

Bachelor of Arts, Graphic Design Jackson State University, 2015

Software Expertise

Adobe InDesign
Adobe Photoshop
Adobe Illustrator
Adobe After Effects
Adobe Muse
Microsoft Word
Microsoft PowerPoint
Constant Contact

Professional History

After working part-time for Neel-Schaffer in a variety of administrative roles for 10 years, Mr. Sills was promoted to a full-time position as Graphic Designer in the firm's Marketing Department in the summer of 2014. Since then, he has designed and produced a wide variety of promotional and exhibit material for the company and its clients, including:

- Brochures, fact sheets, posters, PowerPoint presentations, and print/digital advertisements
- Graphic-driven public involvement materials designed to communicate highly technical information quickly and effectively to all audiences
- Graphic design of final reports, including layout, graphics, and charts/graphs
- Website design
- Video composition
- Logo design and brand identity
- Community engagement graphics and visual aids
- Design and dissemination of electronic postcards, newsletters, invitations, and announcements

Related Experience

Mississippi Unified Long-Range Transportation

Infrastructure Plan: Mr. Sills developed graphics and visual aids for Mindmixer, a community engagement website, for the 2040 Mississippi Unified Long-Range Transportation Infrastructure Plan. He also developed numerous display boards for public meetings held throughout the state.

Clarksville Urbanized Area Multimodal Transportation

Plan: Mr. Sills designed a call-to-action postcard that was distributed digitally and by mail to the residences of the Clarksville Urbanized Area (TN). The postcard included information about the purpose of the 2045 Multimodal Transportation Plan along with a website where citizens could comment and leave feedback for the plan.

Lake Charles Urbanized Area Metropolitan Transportation

Plan: Mr. Sills developed informational maps and graphics

for public meetings, presentations, and final reports for the Lake Charles Urbanized Area Metropolitan Transportation Plan (Calcasieu Parish, LA).

SS4A Safety Action Plan for Central Mississippi Planning and Development District, Jackson, MS: As Graphic Designer, Mr. Sills was responsible for program branding including report covers, business cards and social media graphics. He also created engagement and collaboration materials such as a presentation template and infographics, public meeting display boards and posters.

SS4A Safety Action Plan for City of Starkville, MS: As Graphic Designer, Mr. Sills was responsible for program branding including report covers, business cards and social media graphics. He also created engagement and collaboration materials such as a presentation template, public meeting display boards and posters.

SS4A Safety Action Plan for City of Dothan, AL: As Graphic Designer, Mr. Sills was responsible for program branding including report covers, business cards and social media graphics. He also created engagement and collaboration materials such as a presentation template and infographics, public meeting display boards and posters.

SS4A Safety Action Plan for City of Clarksville, TN: As Graphic Designer, Mr. Sills was responsible for program branding including report covers, business cards and social media graphics. He also created engagement and collaboration materials such as a presentation template and infographics, public meeting display boards and posters, and information flyers.

SS4A Safety Action Plan for Capital Region Planning

Commission, Baton Rouge, LA: As Graphic Designer, Mr. Sills was responsible for program branding including report covers and creating engagement and collaboration materials such as a presentation template, infographics, and public meeting display boards.

SS4A Safety Action Plan for South Central Planning and Development District, Houma, LA:

As Graphic Designer, Mr. Sills was responsible for program branding including report covers and creating engagement and collaboration materials such as a presentation template, infographics, and public meeting display boards.

SS4A Safety Action Plan for Ouachita Parish, LA:

As Graphic Designer, Mr. Sills was responsible for program branding including report covers and creating engagement and collaboration materials such as a presentation template, infographics, and public meeting display boards.

Jeff Altman, PE



Registration

Professional Engineer: Mississippi 15925

Education

Bachelor of Science, Civil Engineering,
Mississippi State University, 1997

Professional History

Mr. Altman joined Neel-Schaffer in 2022 and serves as an Engineer Manager based in the firm's Jackson office.

Jeff retired from the Mississippi Department of Transportation (MDOT) with nearly 25 years of experience. He held multiple managerial positions with MDOT, including Acting MDOT Executive Director and Chief of Staff for Executive Director Brad White. His other MDOT roles included Assistant State LPA Engineer, State LPA Engineer, and Assistant Executive Director/Chief of Staff.

For Neel-Schaffer, Jeff plays a key role in identifying opportunities for the firm to better serve our clients. His duties include marketing current and new clients, management of contracts with MDOT, and determining potential funding sources.

Related Experience

MDOT LPA Projects Coordinator, Statewide: In this role, Mr. Altman is coordinating all phases of all ongoing Mississippi Department of Transportation LPA projects for Neel-Schaffer. This includes working daily with and/or communicating frequently with each Neel-Schaffer Project Manager to ensure that projects are moving forward efficiently. Jeff also serves as a liaison between our Project Managers and MDOT to ensure an open line of communication and that all progress, updates, and issues are communicated clearly and timely. This includes reviewing schedules and deadlines regularly.

RAISE Grant Applications, Statewide: In this role, Jeff is helping coordinate RAISE Grant applications Neel-Schaffer is preparing for clients around Mississippi. RAISE Grants - *Rebuilding American Infrastructure with Sustainability and Equity* - are allocated through the U.S. Department of Transportation and can be used to fund a variety of transportation projects. He is currently working on RAISE Grant applications for Tunica County and two for the City of Jackson, one to fund improvements to Medgar Evers Boulevard and the other to fund a project that

would extend the widening of West County Line Road.

Prior to Neel-Schaffer

Chief of Staff, Mississippi Department of Transportation: Mr. Altman served as the Chief of Staff to MDOT Executive Director Brad White from July 1, 2021, through January 31, 2022. In this role, Jeff helped administer the policies and procedures of the MDOT commission by helping manage the daily operations of the nearly 3,000-employee department. He worked closely with Executive Director White on all facets of the department.

Acting Executive Director, MDOT: Mr. Altman served in this role for a portion of 2021, administering the policies and procedures of the MDOT Commission through the daily operations of approximately 3,000 employees in MDOT's main administration building and its six district offices across the state.

MDOT Assistant to the Executive Director: Jeff served in this role from January 2019 through March 2021. It was a multifaceted role in which Jeff had many duties, including:

- Maintained cohesiveness between the Administration, the six districts and the Executive Director.
- Regularly met with the six direct reports to the Executive Director and assisted the Director in managing the day-to-day operations.
- Chaired weekly staff meetings and managed the day-to-day activities for the Director.
- Managed all special requests of the Director's Office from Commissioners, PEER, Congress, the State Legislature, and Public Information Requests.
- Served as a liaison to legislators, mayors and supervisors across the state for the Director. This included calls and face-to-face meetings to better understand the issues to ensure the appropriate response was given.
- Provided direct oversight and guidance for the LPA and Programming divisions that directly reported to the Assistant to the Director.
- Co-administered the Emergency Road and Bridge Repair (ERBR) Fund Program. This included the final selection of ERBR projects awarded and the administration of project approval and disbursement of funds to local entities. Administration also consists of presentations and updates to Commissioners, Legislators and the Advisory Council for approval of program awards.

MDOT State LPA Engineer: Jeff served in this role from July 2012 through December 2018, where his duties included managing the statewide Local Public Agency program that administers federal funds to locals for transportation projects. The administration of the LPA program involved four direct reports and hundreds of indirect reports who included MDOT staff in the districts and divisions and local entities and consultants.

Resume

Donna Lum Sistrunk



Contact Information

Beyond Communication LLC,
DBE
733 Kersh Road
Brandon, MS 39042

Mobile: 601.720.4418
donna@becomm1.com

Education

University of Southern
Mississippi
B.S. Advertising and
Marketing

Columbia State
Community College
A.S. Fine Art

Certifications

IAP2 Public Participation
Certification

Mississippi State University
John C. Stennis State Executive
Development Institute

Owner, Beyond Communication LLC, DBE

April 2016 – Current

Entrepreneurial professional and certified Disadvantage Business Enterprise with seven years' experience as a business owner and over 30+ years' experience as a public relations/involvement practitioner. Services include all phases of communications, public relations, and public involvement.

Provides full-service public affairs management, including strategic planning and development; marketing services; educational workshops; conference and event planning; media and social media services; web content development; messaging; and crisis communication planning and development.

Relevant Experience as Business Owner:

- Public Involvement, Upper Barataria Basin Marsh Creation Project
- Public Engagement Specialist, Bayou La Batre City Docks Redevelopment Project
- Public Involvement O/A Specialist, Open Ocean Restoration Plan 2 and Environmental Assessment, Gulf of Mexico
- Public Affairs Subcommittee Chair, Natural Resource Damage Assessment Trustee Council, Gulf of Mexico
- Senior Communications Specialist, Grand Gulf Nuclear Power Plant, Port Gibson, MS
- Lead Public Outreach Representative, Mississippi Department of Transportation's (MDOT) 2045 Mississippi Unified Long-Range Transportation Infrastructure Plan (MULTIPLAN)
- Public Involvement Lead, MDOT Pilot Project, Engaging School Children in the NEPA Process (National Award Winner)

Senior Public Involvement Specialist, Neel-Schaffer Inc.

2004 – 2016

Provided public involvement services for individuals, private firms, and federal, state and local governmental agencies. Developed and executed multi-faceted public involvement plans based on each client's specific needs.

Public Affairs Subcommittee Chair, DWH Trustee Council

2010 – 2015

Following the BP Oil Spill in the Gulf of Mexico, served as the Public Affairs Subcommittee chair for the *Deepwater Horizon* Oil Spill Trustee Council. Led a team of federal and state public affairs specialists and communicators in providing opportunities for involvement in the Natural Resource Damage Assessment (NRDA).

Public Affairs Director, MS Department of Transportation

1987 – 2004

Developed and managed the agency's public affairs statewide operations. Developed and implemented educational materials and creative communication techniques to inform and engage the public in meaningful decision-making processes for complex statewide transportation programs. During this time frame, the \$1.6 billion 1987 Four-Lane Highway Program was the primary project. Managed a six-member staff.

Examples of work and references are available upon request.

Hattiesburg (MS) 2045 Metropolitan Transportation Plan

The Hattiesburg region is home to two universities, historic neighborhoods, the Longleaf Trace, and a Downtown adjacent to both a major rail hub and a river.

Neel-Schaffer assisted the MPO by updating its Metropolitan Transportation Plan and associated travel demand model. A major enhancement from the previous update was the performance-based approach, which included a multimodal needs assessment and system performance scorecard, consistent with federal regulations.

After conducting community engagement and the needs analysis, three key strategies were identified for the plan:

- Re-routing rail lines and crossings around Downtown
- Rapidly implementing the bicycle and pedestrian plan.
- Prioritizing roadway improvements that reduce traffic on the region's main arterial, Hardy Street.

Hattiesburg-Petal-Forrest-Lamar MPO

Hattiesburg, MS Metro Area

Completion Date: September 2020

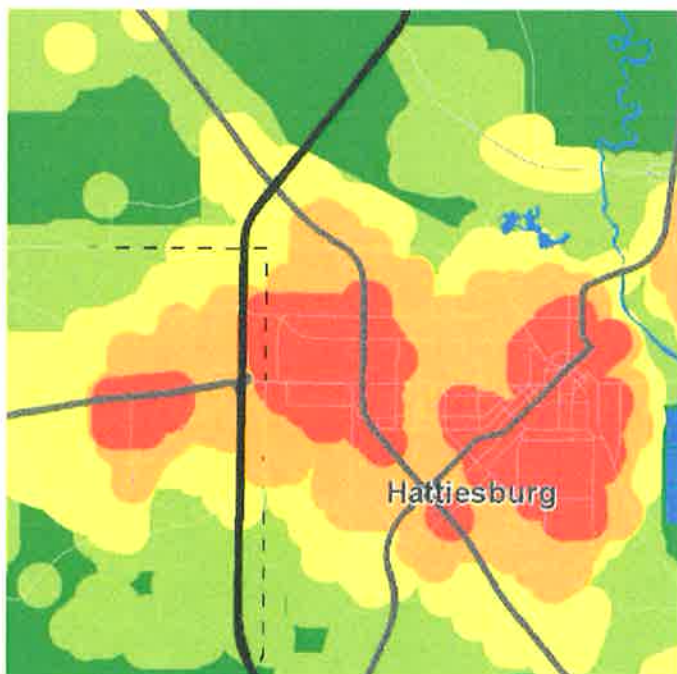
Client Reference:

Andrew Ellard
601-545-6259
aellard@hattiesburgms.com

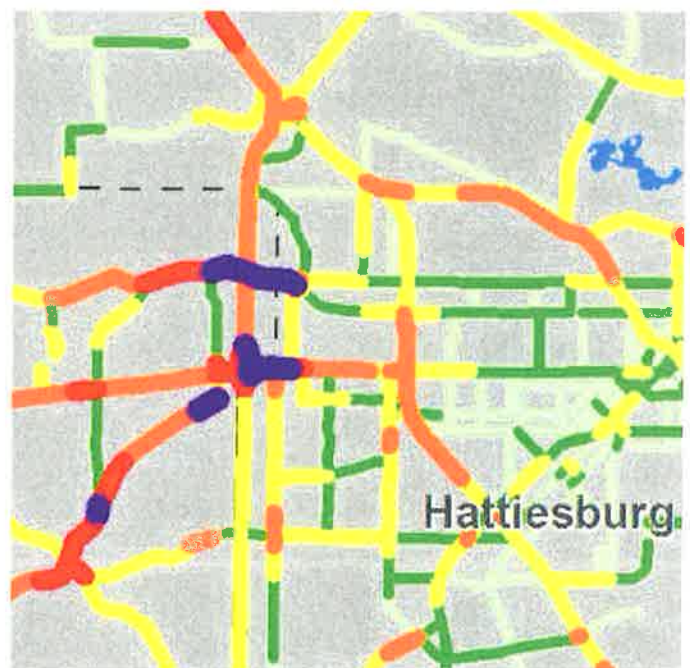
Key Personnel:

Vijay Kunada
Nicholas Broussard
Santosh Andem
Chuck LeBoeuf
Ting Yi

Bike/Ped Demand Analysis



Congestion Analysis



Safe Streets and Roads for All (SS4A) Comprehensive Safety Action Plan for CMPDD Region

CMPDD received a grant from the Federal Highway Administration to prepare a Comprehensive Safety Action Plan for the District's seven-county region. The development of the Safety Action Plan is the first step in identifying problems and solutions to help make roadways in Central Mississippi safer for everyone.

The purpose of the SS4A program is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through Safety Action Plan Development and Project Development focused on all roadway users.

Development of the Safety Action Plan will yield three main deliverables: data management, policy recommendations, and a prioritized list of strategies and capital improvement projects. NSI was responsible for the following:

- Data Collection
- Robust Public Engagement
- Safety Analysis
- Equity Analysis
- Vision and Goal Setting
- Strategy and Project Selection
- Final Report and Executive Summary

Central Mississippi Planning and Development District

**Copiah, Hinds, Madison,
Rankin, Simpson, Warren,
and Yazoo Counties, MS**

Completion Date: Ongoing

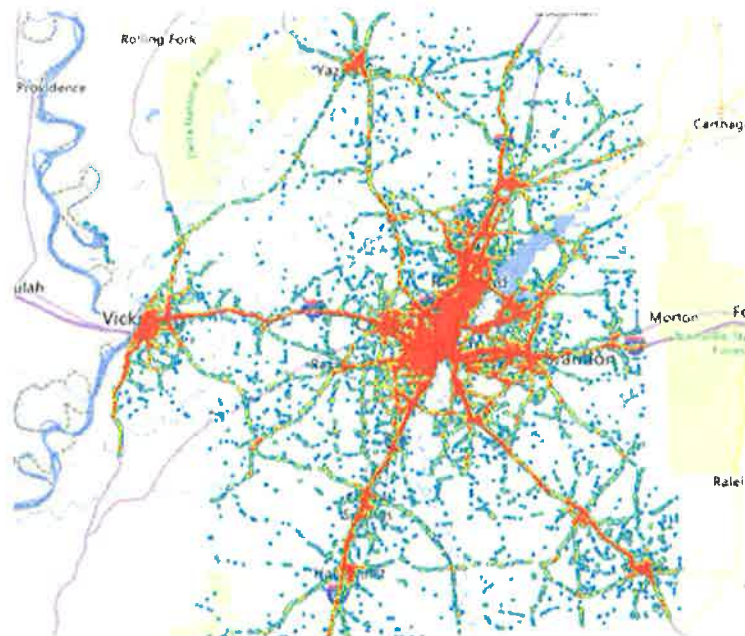
Client Reference:

Lesley Callender
601-981-1511
lcallender@cmpdd.org

Key Personnel:

Vijay Kunada
Lance Decuir
Nicholas Broussard
Santosh Andem
Chuck LeBoeuf
Ting Yi
Mark Sorrell

Crash Heat Map



City of Starkville, Mississippi Comprehensive Safety Action Plan

City of Starkville received a grant from the Federal Highway Administration to prepare a Comprehensive Safety Action Plan for the city. The development of the Safety Action Plan is the first step in identifying problems and solutions to help make roadways in the city safer for everyone.

The purpose of the SS4A program is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through Safety Action Plan Development and Project Development focused on all roadway users.

Development of the Safety Action Plan will yield three main deliverables: data management, policy recommendations, and a prioritized list of strategies and capital improvement projects. NSI was responsible for the following:

- Data Collection
- Robust Public Engagement
- Safety Analysis
- Equity Analysis
- Vision and Goal Setting
- Strategy and Project Selection
- Final Report and Executive Summary

City of Starkville, MS

Completion Date: Ongoing

Client Reference:

Cody Burnett, PE, CFM
662.323.2525 Ext 3123
c.burnett@cityofstarkville.org

Key Personnel:

Vijay Kunada
Lance Decuir
William Case Fulcher
Nicholas Broussard



Safe Streets and Roads for All (SS4A) Comprehensive Safety Action Plan for CRPC MPO Area

CRPC received a grant from the Federal Highway Administration to prepare a Comprehensive Safety Action Plan for the CRPC's five-parish metropolitan area. The development of the Safety Action Plan is the first step in identifying problems and solutions to help make roadways in the Baton Rouge Metro area safer for everyone.

The purpose of the SS4A program is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through Safety Action Plan Development and Project Development focused on all roadway users.

Development of the Safety Action Plan will yield three main deliverables: data management, policy recommendations, and a prioritized list of strategies and capital improvement projects. NSI was responsible for the following:

- Data Collection
- Robust Public Engagement
- Safety Analysis
- Equity Analysis
- Vision and Goal Setting
- Strategy and Project Selection
- Final Report and Executive Summary

Capital Region Planning Commission

**Ascension, East Baton
Rouge, Iberville, Livingston
and West Baton Rouge
Parishes, LA**

Completion Date: Ongoing

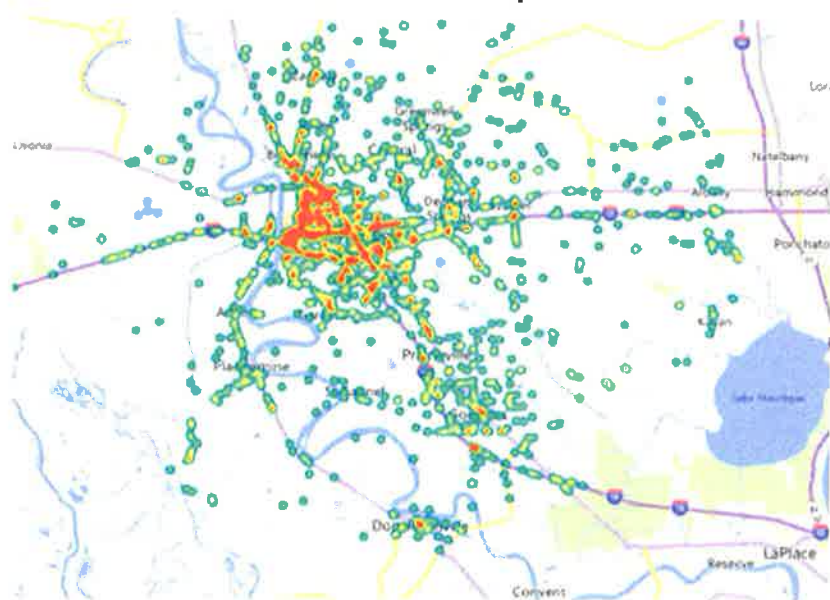
Client Reference:

Sooraz Patro
225-383-5203
spatro@crpcla.org

Key Personnel:

Vijay Kunada
Lance Decuir
Nicholas Broussard
Santosh Andem
Chuck LeBoeuf
Ting Yi
Becky Rogers

Crash Heat Map



MDOT SR 12 Safety Project

In early 2015, MDOT identified SR 12 within the City of Starkville as a possible safety project, based on a high ADT, high running speeds, and a significant number of left turns across multiple lanes due to the density of commercial driveways in the corridor. The potential for crashes was determined to be high due to unrestricted left turns within the existing two-way left turn lane (TWLTL).

MDOT selected Neel-Schaffer to study potential improvements, and Neel-Schaffer conducted an extensive safety study that identified potential safety improvements that could be implemented within the existing compressed right-of-way. This study included traffic data collection, examining the potential improvements associated with the addition of a median, conceptual plans, stakeholder meetings, and a final report.

The improvements were thoroughly examined by MDOT, Neel-Schaffer, the City of Starkville, and the public. The final recommendations included a raised median to replace the TWLTL, signal replacements (14 intersections), ITS components, and ADA compliance. All signals were inter-connected due to their close spacing. Signals were designed with input from the City of Starkville, which will have the maintenance responsibility. The median openings were strategically located, considering the concentration of left turns, the locations of adjacent signals, and safety. Locations where acceptable u-turn movements were possible were identified on the plans and with signing along the route.

This project covers approximately 3.7 miles along SR 12, from New Light Road (Old Highway 12) to Russell Street, and involves the installation of a fiber optic cable communications system to interconnect the 15 traffic signals along SR 12. Additionally, flashing yellow arrow signal operation and vehicle radar detection systems for traffic signals will be installed at each signalized intersection. Implementation of multiple types of ITS field devices, including closed circuit television cameras, fixed and pan-tilt-zoom, ITS radar detection systems, and blue-tooth detection will be installed at key locations along the corridor.

Neel-Schaffer performed a before study to record the travel times prior to these improvements. Neel-Schaffer also prepared a Systems Engineering Analysis (SEA) Report for ITS elements of the project. This SEA follows the recommended ITS project development process and fulfills the minimum SEA requirements as outlined in the current version of MDOT's Systems Engineering Management Plan. After the construction is complete, an after study will be prepared to gauge the increase in efficiency in travel times.

Coordination with MDOT, the City of Starkville, and utility companies throughout this process was maintained so that the design would gain acceptance by state and local officials and the traveling public. Phase 1 of this project was let to contract in November 2016 and has been completed. Plan development is complete for Phase 2, which was let to contract in January 2018 and is now completed.

Mississippi Department of Transportation Starkville, MS

Completion Date: September 2017

Client Reference:

James Sullivan
601.359.1454
jssullivan@mdot.ms.gov

Key Personnel:

William Case Fulcher
Mark Sorrell



District 05 Safety Investment Plan

This Safety Investment Plan evaluated 24 segments, 92 intersections, 4 roadway departure locations and 3 pedestrian/bicycle locations to develop prioritized low-cost improvements to reduce crashes. The development of the plan included evaluating historical crash data using DOTD's Cat Scan safety tool to identify overrepresented crash types.

Countermeasures were developed to mitigate these crash types using crash modification factors (CMF) from the Highway Safety Manual (HSM) and CMF Clearinghouse. For the selected countermeasures, estimated crash reductions, high level estimated improvement costs, and safety benefit/cost ratios were determined. The safety benefit/cost ratios along with District input was used to develop a priority list for the district.

The safety benefit/cost analysis was performed using the Countermeasure Evaluation Tool (CET) developed by NSI during the District 08 Safety Investment Plan. One-page summaries were also prepared for each location. In addition to the one-page summaries, detailed reports were prepared for each location documenting the existing safety analysis, countermeasures considered, high level cost estimates for each countermeasure and the recommended countermeasure for each location.

District 05 is currently in the planning phase of implementing the recommendations for the intersection of US 167 at Lonewa as noted in the one-page summary as presented here.

Louisiana Department of Transportation & Development (LADOTD)

Completion Date: June 2021

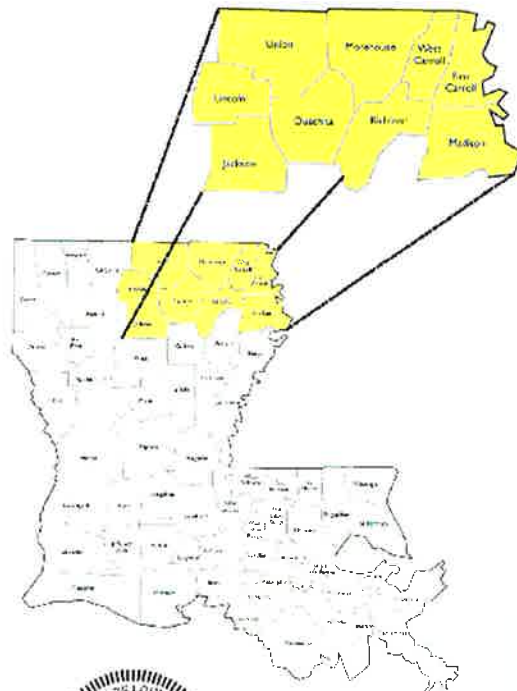
Client Reference:

Jessica DeVille
225.379.1844
Jessica.DeVila@LA.GOV

Key Personnel:

William Case Fulcher
Jonathan Duhe

DISTRICT 05 SAFETY INVESTMENT PLAN



William Case Fulcher
05-19-21



Final Report

June 2021

133 Locations

Prepared For:



Prepared By:



Contract No.
4400010504

Slate Project No.
H.014295.1

F.A.P. No.
H014295



This correspondence and the information contained herein is prepared solely for the purpose of identifying, evaluating, and planning safety improvements on public roads which may be implemented utilizing federal and highway funds and is therefore exempt from discovery or admissibility in any litigation pursuant to 23 U.S.C. 409.

District 07 Safety Investment Plan

This Safety Investment Plan evaluated 31 segments (17 DOTD segments, 4 road diet candidates, 10 local road segments) and 32 intersections locations to develop prioritized low-cost improvements to reduce crashes. The development of the plan included evaluating historical crash data using DOTD's Cat Scan safety tool to identify overrepresented crash types.

Countermeasures were developed to mitigate these crash types using crash modification factors (CMF) from the Highway Safety Manual (HSM) and CMF Clearinghouse. For the selected countermeasures, estimated crash reductions, high level estimated improvement costs, and safety benefit/cost ratios were determined. The safety benefit/cost ratios along with District input was used to develop a priority list for the district. The safety benefit/cost analysis was performed using the Countermeasure Evaluation Tool (CET) developed by NSI during the District 08 Safety Investment Plan.

One-page summaries were also prepared for each location. In addition to the one-page summaries, detailed reports were prepared for each location documenting the existing safety analysis, countermeasures considered, high level cost estimates for each countermeasure and the recommended countermeasure for each location.

Louisiana Department of Transportation & Development (LADOTD)

Completion Date: March 2020

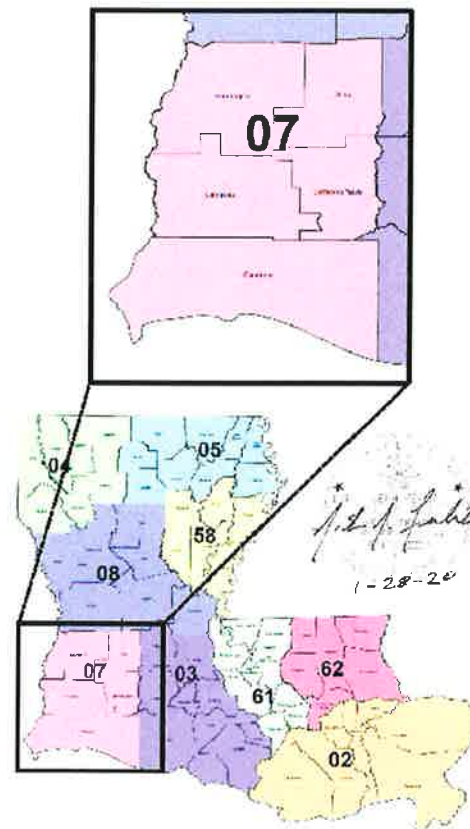
Client Reference:

Jessica DeVille
225.379.1844
Jessica.DeVila@LA.GOV

Key Personnel:

William Case Fulcher
Peter Allain
Jonathan Duhe

DISTRICT 07 SAFETY INVESTMENT PLAN



Final Report

January 2020

63 Locations

Prepared For:



Prepared By:



Contract No.
4400010504

State Project No.
H.013826.1

F.A.P. No.
H013826



This correspondence and the information contained herein is prepared solely for the purpose of identifying, evaluating, and planning safety improvements on public roads which may be implemented utilizing federal aid highway funds; and is therefore exempt from discovery or admissibility into evidence pursuant to 28 U.S.C. 1792.

District 08 Safety Investment Plan

This Safety Investment Plan evaluated 31 segments, 20 intersections, 20 roadway departure locations and 10 local road/intersection locations to develop prioritized low cost improvements to reduce crashes. The development of the plan included evaluating historical crash data using DOTD's Cat Scan safety tool to identify overrepresented crash types.

Countermeasures were developed to mitigate these crash types using crash modification factors (CMF) from the Highway Safety Manual (HSM) and CMF Clearinghouse. For the selected countermeasures, estimated crash reductions, high level estimated improvement costs, and safety benefit/cost ratios were determined. The safety benefit/cost ratios along with District input was used to develop a priority list for the district. The safety benefit/cost analysis was performed using the Countermeasure Evaluation Tool (CET) developed by NSI as part of this project.

One-page summaries were also prepared for each location. In addition to the one-page summaries, detailed reports were prepared for each location documenting the existing safety analysis, countermeasures considered, high level cost estimates for each countermeasure and the recommended countermeasure for each location.

Louisiana Department of Transportation & Development (LADOTD)

Completion Date: February 2019

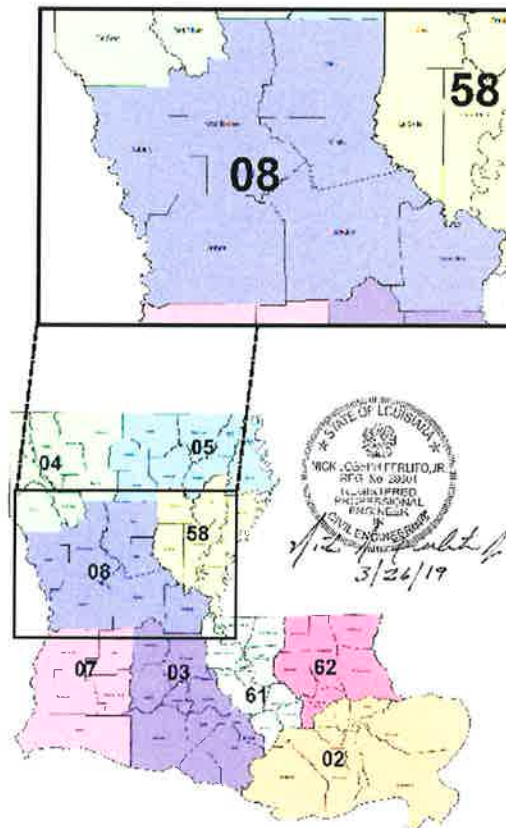
Client Reference:

Jessica DeVille
225.379.1844
Jessica.DeVila@LA.GOV

Key Personnel:

Peter Allain
William Case Fulcher
Jonathan Duhe

DISTRICT 08 SAFETY INVESTMENT PLAN



Final Report

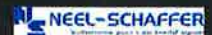
March 2019

68 Locations

Prepared For:



Prepared By:



Contract No.
4400010504

State Project No.
H.013264.1-1

F.A.P. No.
H013264



This correspondence and the information contained herein is prepared solely for the purposes of identifying, evaluating, and planning safety improvements on public roads which may be implemented within defined and highway funds and is therefore exempt from discovery or admission into evidence pursuant to 22 U.S.C. 1005.

District 61: Intersection Safety Studies

This study evaluated the following intersection locations in District 61 to evaluate and develop recommended intersection improvements to reduce crashes.

- LA 19 at Rafe Mayer Road
- LA 1 at Phillips Lane
- LA 1 NB at LA 75
- LA 1 SB at LA 75
- US 190 at Monterrey Blvd.
- LA 64 at LA 67
- LA 74 at LA 938
- LA 621 at George Rouyea Road
- LA 621 at Bishop Woods

Louisiana Department of Transportation & Development (LADOTD)

Completion Date: Ongoing

Client Reference:

Trey Jasclard
225.379.1445
trey.jasclard@LA.GOV

Key Personnel:

Peter Allain
William Case Fulcher

Each intersection study evaluated historical crash data using DOTD's Cat Scan safety tool to identify overrepresented crash types. Intersection type countermeasures were developed to mitigate these crash types using crash modification factors (CMF) from the Highway Safety Manual (HSM) and the CMF Clearinghouse. For the selected countermeasures, estimated crash reductions, high level estimated improvement costs, and safety benefit/cost ratios were determined. The safety benefit/cost ratios along with District input will be used to develop recommended countermeasures at each location. The safety benefit/cost analysis was performed using the Countermeasure Evaluation Tool (CET) developed by NSI during the District 08 Safety Investment Plan. Detailed reports will be prepared for each location documenting the existing safety analysis, countermeasures considered, high level cost estimates for each countermeasure and the recommended countermeasure for each intersection.

DOTD Louisiana Highway Safety Improvement Program Countermeasure Evaluation Tool

Project Title: District 61 Safety Investment Plan

Intersections: 03LA621@BESHP W X N 105

Parish: Orleans

DIST District: 081

Area Type: Urban

Intersection Related: Yes

Intersection Geometry: 4Way

Traffic Control: Stop-controlled

Number of Lanes: 2

Roadway Division Type: Undivided

Control Section: Intersection ID: 03LA621@BESHP W X N 105

Log Mile Begin: -

Log Mile End: -

First Crash Year: 2016

Last Crash Year: 2020

Average Annual Daily Traffic: Major Roadway: 10,100 Minor Roadway: 800

Intersection Average Daily Entering Volume: 10,900

Total Estimated Costs: \$2,000,000

Submitted by: **Reviewed by:**

Date: **Date:**

	Fatal	Severe Injury	Moderate/Minor Injury	Possible / Complaint	PDO	Total
Observed Crashes / Year	0.20	0.00	0.40	2.40	7.00	10.00
Statewide Crash Severity	0.34%	0.52%	6.64%	25.83%	66.67%	100.00%
Expected Crashes / Year	0.03	0.04	0.53	2.05	5.30	7.94

CMF ID	Category	Countermeasure	Price Condition	Standard Error	CMF _e
8945	Roadway rumble strips	Install transverse rumble strips on stop controlled approaches in rural areas	No transverse rumble strips		0.87
2263	Pavement condition and friction	Improve pavement friction (increase skid resistance)	high proportion (35-40%) of wet-road crash	0.052	0.797
227	Intersection geometry reconfiguration	Convert intersection with minor road stop control to modern roundabout		0.05	0.56
8866	Traffic control visibility	Implement systemic signing and marking improvements at stop-controlled intersections	Intersections without systemic signing and marking		0.912

Years of Expected Service: 20 Inflation: 4% Clear All Calculate

Criteria	Threshold	Urban Two-Lane	Calculated	Yes
1. Number of Crashes	10 CDOT Intersection Related Crashes in 5 Years	CDOT Crashes in Data: 17		Yes
2. Crash Rate	Site CDOT Crash Rate > 1.5 Times the State Average	CDOT Crash Rate: 0.55459304 State Average: 0.36716367 Times State Average: 1.51107068		Yes

Include?	CMF ID	Countermeasure	CMF	Estimated Cost	Years of Expected Service	Benefits/Yr (\$)	Benefit/Cost Ratio	Expected Service Life Benefits
☐	8866	Implement systemic signing and marking improvements at stop-controlled	0.912	\$5,000.00	10	\$34,033	55.2	\$276,037
☐	227	Convert intersection with minor-road stop control to modern roundabout	0.560	\$2,000,000.00	20	\$180,415	1.2	\$2,451,903
☐	2263	Improve pavement friction (increase skid resistance)	0.797	\$8,000.00	10	\$83,237	84.4	\$675,127
☐	8945	Install transverse rumble strips on stop controlled approaches in rural areas	0.870	\$10,000.00	5	\$53,305	23.7	\$137,302
Selected Subtotal Results:				\$2,000,000	20	\$150,415	1.2	\$2,451,903

MULTIPLAN 2045-2045 Long Range Transportation Plan

A major component of this project was a combined public outreach process for both statewide and MPO plans. The goal was to maximize the public engagement opportunities and help the public better understand the comprehensive nature of transportation planning between the MPOs and MDOT.

This project evaluated long-term economic, demographic, and transportation trends in Mississippi; updated standardized travel demand models for state and MPOs; evaluated the existing conditions and future deficiencies of all modes of transportation; developed a tradeoff analysis for future spending and performance across transportation assets and modes; developed revenue projections and conducted investment tradeoff / scenario analysis to inform state plan recommendations, and the performance-based scenario outcomes into funding targets for key investment programs.

NS worked with the Jackson, Gulf Coast and Hattiesburg MPOs and developed financially constrained and federally compliant MPO plans.

Mississippi Department of Transportation

Statewide and MPO Areas

Completion Date: December 2020

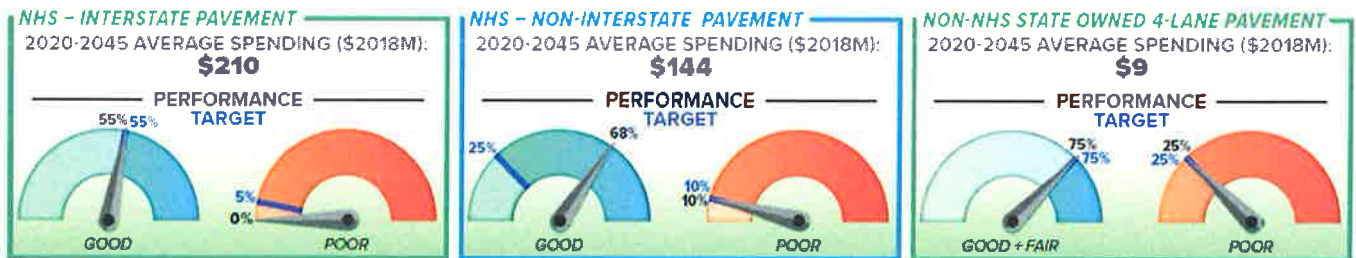
Client Reference:

Sammy Holcomb
601-249-5282
sholcomb@mdot.ms.gov

Key Personnel:

Vijay Kunada
Nicholas Broussard

ADEQUATE FUNDING





704 Hardy Street
Hattiesburg, MS 39401
www.neel-schaffer.com



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc: Kermas Eaton, City Clerk

Date: Tuesday, January 2, 2024

Re: Declare and approve a sole source purchase for Stop Stick in the amount of \$10,692.00 as a sole source purchase per section 37-7-1 of the Mississippi Code of 1972 as amended; Stop Stick Ltd. is the sole source manufacturer and exclusive distributor of this system.
File Number: 2024-3
Minute Book #

Summary

Declare and approve a sole source purchase for Stop Stick in the amount of \$10,692.00 as a sole source purchase per section 37-7-1 of the Mississippi Code of 1972 as amended; Stop Stick Ltd. is the sole source manufacturer and exclusive distributor of this system.

Recommendation Statement

I recommend this item for approval

Please place this on the January 2, 2024 City Council meeting for consideration.



THE CITY OF HATTIESBURG

One of America's Great Small Cities!

December 7, 2023

To: Mayor and City Council

RE: Stop Stick

The Hattiesburg Police Department is requesting the purchase of twenty-two (22) 9" Stop Stick Kit w/Tray from the vendor Stop Stick Ltd. This system is needed to simplify tire deflation while on the roadway.

Other companies make a similar system; however, this system from Stop Stick features an "In Sleeve Deployment and retrieval keeping loose spikes out of the roadway so no road debris is left behind, provides a collapsible housing to protect the user from the spikes during deployment, features trunk lid mounting, deploys in less than 10 seconds, features 80 foot cord that allows the deploying officer to stand a safe distance from the road, and has multi-directional spikes to ensure correct deployment. Stop Stick has Tip and Quill assembly that is 2 5/8 inches in length from tip to tip and has (36) Teflon coated steel Quills and (72) Teflon coated Tips in each 3-foot section. This product is only available through Stop Stick due to the patent of the product being owned by this company.

Please consider this a sole source request as no comparative or competitive quotations can be obtained. Stop Stick Ltd. is the Sole Source and Sole Distributor of this product.

Sincerely,

Peggy Sealy
Chief of Police



HATTIESBURG POLICE AND FIRE TRAINING ACADEMY

*Lieutenant Stefon Richardson
Director of Police Training*

*Engineer Cody Keys
Interim Director of Fire Training*

To: Chief Peggy Sealy

From: Lt. Stefon Richardson

Date: November 21, 2023

Re: Stop Sticks

The current tire deflation system the Hattiesburg Police Department use is the Stinger Spike system. This system cost between 500 to 1100 dollars a piece and is a bulky device that is stored in a hard case that takes skills to deploy correctly for proper use by the operator. The Stop Stick which are 475 dollars apiece is a safer less expensive method for puncturing the tires of a suspect's vehicle during high-speed pursuits. They Spike Strip are easier to deploy and retrieve. With the Stinger Spike system, officers have to throw a bulky, accordionlike metal device studded with spikes into the road and hope it landed and expanded correctly. With the Stop Sticks, an officer stationed ahead of the pursuit uses them by tossing a lightweight nylon duffel bag full of 3-foot-long connected triangular tubes into the road (9-foot length is the suggestion of the training academy). When a car drives over the tubes, the pressure cause spikes with the tubes to come out and penetrate the tires. The hollow spikes break off into the tire, allowing air to be vented quickly but without causing a blowout.

- Plastic housing provides officer safety during deployment and removal from the roadway.
- Engineered to deflate tires without blowout, releasing air at a safe controlled rate.
- Offers fastest deployment of any tire deflation device.
- Lightweight construction just over 1 pound makes deployment and retrieval effortless.
- Multi-directional spikes ensure correct deployment (any side can be facing down).
- Deflates tires on virtually all vehicles including cars, buses and tractor-trailers.
- Stop Stick will replace deployed stop sticks for free 5 years from purchase

The above mention information is a reason I believe that it would be in great interest, with your final consideration, of the Hattiesburg Police department to purchase Stop Sticks tire deflation system.



Quotation

Quote Number 2023-28111
Terms Net 30 Days
Date 11/27/2023
Sales Person Cyndi Alley
Valid Until 12/27/2023
Shipping Fedex
Contract Number
Cooperative

Ship To

Stephon Richardson
Hattiesburg Police Department
1 Government Plaza
Hattiesburg, MS 39401
United States
601-545-4650
srichardson@hattiesburgms.com

Bill To

Stephon Richardson
Hattiesburg Police Department
1 Government Plaza
Hattiesburg, MS 39401
United States
601-545-4650
srichardson@hattiesburgms.com

#	Qty.	Product	Item Code	Unit Price	Ext. Price
1	22	9' Stop Stick Kit w/Tray - Red **Price reflects 25-49 unit volume discount(old pricing 2022)	S3011K	\$ 475.00	\$ 10,450.00
2	1	9' Stop Stick Training Kit-w/Storage Bag **Complimentary Training Kit with purchase 22 sets per Hugh	S9004K	\$ 0.00	\$ 0.00

Quotation Totals

Currency: US Dollar
Subtotal: \$ 10,450.00
Shipping Provider: Fedex
Shipping: \$ 242.00
Total: \$ 10,692.00

Quotation Accepted By

Quote Number 2023-28111

P.O. Number

Tax Exempt #

Print Name

Title

Signature

Date

November 21, 2023

Hattiesburg Police Department
Lt. Stephon Richardson
1 Government Plaza
Hattiesburg, MS 39401

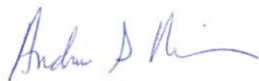
Dear Lt. Richardson:

Please accept this letter as confirmation, that Stop Stick, Ltd. is the Sole Source and Sole Distributor for Stop Stick products; including sole distributor and sole manufacturer. The **STOP STICK** is the only tire-deflation device that:

- Features 'In Sleeve Deployment' simplifying deployment & retrieval keeping loose spikes out of the roadway, so no road debris left behind.
- Provides a collapsible housing to protect the user from the spikes during deployment.
- Features trunk lid mounting.
- Deploys in less than 10 seconds.
- Provides a No Cost Replacement Guaranty.
- Warranty on defective parts for five (5) years.
- Features Cord Reel with 80-foot cord that allows the deploying officer to stand a safe distance from the road.
- Has multi-directional spikes to ensure correct deployment; does not matter which way it lands on the roadway.
- Has Tip and Quill assembly that is 2 5/8 inches in length from tip to tip.
- Has (36) Teflon® coated steel Quills and (72) Teflon® coated Tips in each 3-foot section.

The patent numbers for the **STOP STICK** are 5,330,285 and 5,452,962. Federal ID#: is 31-1451405. If I can be of further assistance, please contact me at your convenience.

Sincerely,



Andrew S. Morrison
President



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Kermas Eaton, City Clerk
Date: Tuesday, January 2, 2024
Re: Acknowledge the draft of the Consolidated Annual Performance & Evaluation Report (CAPER), and approve the public hearing for January 29, 2024, at 5:30 p.m. at the Train Depot.
File Number: 2024-10
Minute Book #

Summary

Acknowledge the draft of the Consolidated Annual Performance & Evaluation Report (CAPER), and approve the public hearing for January 29, 2024, at 5:30 p.m.

Recommendation Statement

I recommend approval of this item.

Please place this on the January 2, 2024 City Council meeting for consideration.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The 2022 CAPER describes the results of activities undertaken and completed by and through the City of Hattiesburg's Community Development Division to produce the outcomes identified in the 2022 Annual Action Plan for the period of January 1, 2022 - December 31, 2022. This is the final CAPER for the 2018-2022 Consolidated Plan.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Down Payment Assistance	Affordable Housing	HOME: \$	Homeowner Housing Added	Household Housing Unit	0	0				
Down Payment Assistance	Affordable Housing	HOME: \$	Direct Financial Assistance to Homebuyers	Households Assisted	10	1	10.00%			
Economic Development	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	3	0	0.00%			

Economic Development	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	3	0	0.00%			
Housing Programs (including Affordable Housing)	Affordable Housing	CDBG: \$ / HOME: \$	Rental units rehabilitated	Household Housing Unit	2	2	100.00%	1	0	0.00%
Housing Programs (including Affordable Housing)	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Added	Household Housing Unit	4	0	0.00%			
Housing Programs (including Affordable Housing)	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Rehabilitated	Household Housing Unit	50	70	140.00%	23	57	247.83%
Housing Programs (including Affordable Housing)	Affordable Housing	CDBG: \$ / HOME: \$	Other	Other	0	0		17	0	0.00%
Public Facilities	Non-Housing Community Development	CDBG: \$ / HOME: \$ / CDBG-CV: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1	0	0.00%			

Public Services	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$ / HOME: \$ / CDBG- CV: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0				
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Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

All CDBG and HOME funds expended were directed toward addressing the priorities and objectives identified in the City's Annual Action Plan and Consolidated Plan. Concentration on housing needs continues to be the highest priority. These priority needs are: substantial rehabilitation of owner-occupied units, basic rehabilitation/emergency repairs, downpayment assistance, and development of new affordable housing through one or more of the City's CHDOs. Despite the challenges faced, The City successfully completed 57 emergency roof repairs. The City continues to work toward reviving the Facade and Microenterprise Programs to promote economic development.

The City continues to suffer from engaging qualified contractors to participate in the City's programming, as well as the increased costs of construction materials.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME
White	0	0
Black or African American	65	1
Asian	0	0
American Indian or American Native	0	0
Native Hawaiian or Other Pacific Islander	0	0
Total	65	1
Hispanic	0	0
Not Hispanic	65	1

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The data captured reflects individuals benefitting from the successful Emergency Roof Repair Initiative, a program implemented to quickly address needed roof repairs for eligible households, expend CDBG funds, while continuing the pursuit of eligible contractors to participate in the City's home-owner rehabilitation program. The City anticipates an ongoing Emergency Roof Repair Initiative program due to its immense success.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	519,024	
HOME	public - federal	331,710	

Table 3 - Resources Made Available

Narrative

Programs undertaken in 2022 included activities eligible citywide; including homeowner occupied rehabilitation, emergency repair, and direct assistance to a homebuyer, via down payment assistance.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	100	100	
FACADE			
Low/Mod Census Tracts			

Table 4 – Identify the geographic distribution and location of investments

Narrative

The geographic distribution and allocation of of investments are within the city limits of Hattiesburg.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

While the City of Hattiesburg is not required to match CDBG or HOME funds from a compliance standpoint, the city highly values the network of other local agencies with similar community development objectives. Sometimes these organizations seek to use our funds to leverage other financial resources. In 2022, the City was challenged to meet CDBG Timeliness, and created the Emergency Roof Repair Initiative, that positioned the City to meet it's Timeliness requirement, while successfully completing 57 roof repairs.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	0
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	0
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	0

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
0	0	0	0	0

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	0	0	0			
Number	0	0	0			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0		0		
Businesses Displaced		0		0		
Nonprofit Organizations Displaced		0		0		
Households Temporarily Relocated, not Displaced		0		0		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	23	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	23	0

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	22	0
Number of households supported through Acquisition of Existing Units	1	0
Total	23	0

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City's Community Development Division continues to experience staff turnover. Goals are set taking into consideration a certain unknown in the number of applications the City may receive for Down Payment Assistance or in the type of CHDO projects that may come forward in the application process. Goals are conservative in areas other than rehabilitation of existing units, because the City wishes to create the opportunity for various types of activities and outcomes rather than limit possibilities via Action Plan.

Discuss how these outcomes will impact future annual action plans.

Rehabilitation activities continue to be under re-consideration for the 2023 Annual Action Plan due to the challenges the City continues to face in expanding the pool of qualified contractors able to produce quality work. As mentioned, the success of the Emergency Roof Repair Initiative program will continue while the City continues its efforts to engage qualified contractors to effectively resume rehabilitation activities.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	57	0
Moderate-income	0	0
Total	57	0

Table 13 – Number of Households Served

Narrative Information

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Pinebelt Coalition on Homelessness, formed in partnership with the city, local providers and homeless advocates, continue to work to impact homeless individuals through a number of positive ways. The network has increased knowledge of services available which in turn allows agencies, the faith community, and advocates to concentrate on how a specific individual can be uplifted. The Coalition acts as the regional committee for the Balance of State Continuum of Care (CoC) and as such, coordinating the annual Point In Time (PIT) homeless count for the area. Additionally, surveys are conducted with detailed questions regarding the variety of services accessed, needed, or denied. The Pinebelt Coalition leadership uses this valuable information to feed advocacy and awareness. Each agency providing service in the Hattiesburg area is linked to Mississippi United to End Homelessness (Balance of State) which is continuing to work toward a coordinated system of referrals. The members of the Pinebelt Coalition advocate for funding that will help move homeless persons into housing quickly through the CoC Rapid Re-housing Program and other funding mechanisms. The Salvation Army's Emergency Shelter has been renovated but has not resumed Emergency Shelter operations following the destruction of the January 2017 tornado. Community survey feedback, along with the needs assessment/gap analysis conducted for the City's HOME-ARP Allocation Plan, support the establishment of non-congregate shelter to aid in addressing the needs of homeless persons in the community.

Members of the PCoH include agencies that represent a broad continuum of services – emergency shelter, day shelter, food kitchens, faith-based, transitional shelter, disabled services, veterans' housing, domestic violence shelter, healthcare, and permanent supportive housing. Each agency through the Coalition is connected to what is available and what is not. Annual awareness events such as Veteran's Stand Down and Homeless Memorial by the Coalition members provide continuing access to homeless persons and those at high risk of being homeless.

Addressing the emergency shelter and transitional housing needs of homeless persons

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that

address housing, health, social services, employment, education, or youth needs

In 2013, the City entered into an agreement with a subrecipient to develop permanent supportive housing in Hattiesburg, and anticipates renewing the agreement. Additionally, the City entered into various subrecipient agreements with non-profits providing services for the homeless (or those at risk) and other special needs populations, which can serve both an immediate basic need such as food or shelter, as well as supportive services that may help prevent individuals and families from becoming homeless again.

The project stalled due to funding and environmental concerns, however the City has worked with the subrecipient agency and environmental consultant to address the environmental concerns raised this year. City anticipates a favorable ruling, which will position the subrecipient to pursue additional funding to complete the supportive housing renovation.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Continuum of Care (CoC), and its respective agencies are well tuned in with the needs of the homeless community and coordinates to the extent feasible, given limited resources, to identify and serve individuals that may be discharged from publicly funded institutions. Since 2013, there has not been one case of a publicly funded shelter for the chronically homeless.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Hattiesburg Housing Authority (HHA) identified the need to substantially rehabilitate one of its properties. A property that has not seen any major rehabilitation since construction in 1942. The City of Hattiesburg is committed to assisting and involved in ongoing discussions with the HHA, to partner in an effort to substantially rehabilitate these affordable units.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City of Hattiesburg attends the quarterly Resident Advisory Council meetings of the Housing Authority. The Housing Authority works closely with PRVO, The First Bank and other lending institutions in promoting home ownership. The City of Hattiesburg will provide information and promotions related to the Down Payment Assistance Program to Housing Authority residents via distribution of flyers, monthly resident meetings, and the quarterly RAC meetings.

Actions taken to provide assistance to troubled PHAs

The Hattiesburg Housing Authority is not a "troubled" PHA.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City's zoning ordinance and related regulations are conducive to affordable housing development. As public policies are concerned, the only notable barrier to affordable housing is developing within flood zones where FEMA regulations create limitations on the value and costs of rehabilitation that can take place on existing structures and requirements found at 40 CFR and 24 CFR part 58 often resulting in the inability of the city to provide service to those who ironically have the greatest need. Historically, new affordable housing has not been created in flood zones when using CDBG or HOME funds because of the challenges of meeting the development requirements. The City has communicated to partner agencies and CHDOs that such new developments are possible given compliance with certain development and insurance requirements.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Funding awarded to the City via the American Rescue Plan (HOME-ARP), proposes to address underserved needs of qualifying populations based on collaboration with the CoC and results of a needs assessment/gap analysis. The results of the analysis supports the establishment of a non-congregate shelter. The City's HOME-ARP Allocation Plan has been submitted, and upon HUD approval, the City will move forward to be independently performed.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City was awarded grant funding from the Office of Lead Hazard Control and Healthy Homes to help mitigate the expense for lead remediation or implementation of interim controls for households with children under age six with elevated blood lead levels (EBLL) and the elderly. Since implementation of LeadSafe Hattiesburg, the program has been challenged with eligible households completing required documentation. To combat, LeadSafe Hattiesburg has partnered with Environmental Protection Agency (EPA) and Mississippi Department of Environmental Quality (MDEQ), to train community members on the hazards of lead and assist with community education and outreach.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City continues its partnership with Breakthrough Community Services and Habitat for Humanity to identify families and individuals in poverty and/or those without the means to make emergency repairs to their homes. The Pinebelt Coalition on Homelessness carries on administering its meal program for LMI and disabled persons. The Domestic Abuse Family Shelter, continues to house and provide supportive services to victims of domestic violence. The AIDS Services Coalition is continuing its mission

to provide housing, nutrition, and other supportive services to those living with HIV/AIDS.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City has recently resumed participation in the quarterly CRA Advisory Board meetings, paused due to COVID-19, as well as quarterly Housing Roundtables through which different housing and social service organizations collaborate to address housing challenges.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City recognizes the important and critical aspect of enhancing coordination between public and private housing and social service agencies. In the past, the City has hosted a series of town hall meetings in neighborhoods throughout the city including directors from various city departments as well as the Mayor's office. The Administration and Urban Development in particular have regular contact with the larger property manager firms in the city. These activities and relationships have created opportunities in which referrals for service(s) or other appropriate introductions can be made. The City has transitioned back to in-person public hearings for the Community Development Division.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City has partnered with the Mississippi Home Corporation and other Entitlements and PHA's in the state to conduct and prepare a joint and collaborative Analysis of Impediments completed mid-2019.

The City has required beneficiaries of the Downpayment Assistance program to take a homebuyer education course prior to approval for an award since 2018 and will continue the practice. CDBG and HOME Programs continue to focus most of its resources on housing programs; emergency repairs and homeowner occupied rehabilitation; addressing code compliance and the lack of code standard housing to the greatest extent possible; some of the City's partner agencies continue to offer credit counseling and homebuyer education, thereby addressing credit worthiness and fair housing education.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Each year the City monitors any subrecipient and CHDO that had open and active agreements with the City of Hattiesburg in the course of that year. In 2022, that included monitoring both Breakthrough Community Services related to a subrecipient agreement for Emergency Repair of homeowner-occupied housing and also monitoring Breakthrough Community Services as it related to CHDO agreements active in 2020. City staff contacts organizations in need of monitoring at least a couple of weeks in advance to schedule an agreeable date for a monitoring visit. Following the monitoring visit, the organization is provided a written response, including any concerns, findings, and any follow-up action required with appropriate deadlines for response. The city and the organization remain in contact on the matter until any findings are resolved. A schedule for project monitoring has been created. The two identified monitorings did not occur, however the City anticipates conducting both prior to the end of PY 2022.

In addition to formal monitoring visits, the city is afforded the opportunity to monitor throughout the course of activities through environmental review, review of work write-ups, review of documentation accompanying draw requests, and on-site inspections that can help confirm that requests for draws are proportionate to the amount of work completed.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

A public notice was published in the Hattiesburg Post on January 11, 2024, alerting the public that a draft CAPER was available for review. The notice described that a public comment period was open through January 29, 2024, and a public hearing was set for 5:30 p.m., January 29, 2024. The notice also provided that the draft was available on the city's website at www.hattiesburgms.com/community-development and physically at five (5) locations in Hattiesburg, including City Hall, the main branch of the library, one county facility, and certain community centers. This notification and hearing complies with the Citizen Participation Plan requirement that a 15-day period be afforded for public review and comment on the CAPER.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

CDBG-CV allocations received during PY 2020, allow the continued planning and provision of free public WiFi.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

DRAFT

CR-50 - HOME 24 CFR 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in 24 CFR §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 24 CFR 91.520(e) and 24 CFR 92.351(a)

The City of Hattiesburg continues to comply with requests made as it relates to affirmative marketing. Specific steps include periodic review of the city's wait list for housing rehabilitation work in an effort to find opportunity to purge the list when possible, and periodically reopen periods of time in which new applicants can be added. Steps have included staff, subrecipient, and CHDO training as it relates to fair housing, affirmative marketing, and limited English proficiency actions. Additionally, the City's updated Down Payment Assistance program brochure continues to be used in the marketing strategy to promote the program and create educational opportunities related to fair housing.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

The City of Hattiesburg neither received nor used any program income in 2022.

Describe other actions taken to foster and maintain affordable housing. 24 CFR 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 24 CFR 91.320(j)

Making affordable housing available to qualified applicants, remains a priority of the City. The City continues facing challenges in engaging qualified eligible contractors (QECs) for program participation. Through program evaluation, CDD developed and anticipates the ongoing offering of its emergency roof projects and anticipates the ability to provide assistance to more qualified applicants by focusing more on smaller rehabs and emergency repair projects.

The City continues its support of The Beverly II, an affordable housing development in line with the City's Consolidated and Annual Action Plans. Creating and making affordable housing opportunities available to qualified applicants in the City of Hattiesburg, remains a priority. Marketing materials in keeping with the Affirmative Fair Housing Marketing Plan were implemented in 2020 to get the DPA program active again, and have been maintained throughout 2022. These efforts are expected to help foster affordable housing as well as educate the public regarding fair housing protections.

DRAFT

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 14 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
--------	--	--	--	--	--

Table 15 – Qualitative Efforts - Number of Activities by Program

Narrative

DRAFT

**NOTICE OF AVAILABILITY, PUBLIC HEARING, AND
PUBLIC COMMENT PERIOD REGARDING:
2022 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR
HOUSING AND COMMUNITY DEVELOPMENT PROGRAMS**

ATTENTION: ALL HATTIESBURG, MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi, as required by the U.S. Department of Housing and Urban Development, has prepared a DRAFT 2022 Consolidated Annual Performance and Evaluation Report (CAPER). The report provides details on the activities proposed and completed during the 2021 program year using Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) entitlement funds.

Beginning January 11, 2024, a draft report will be available for review at:
www.hattiesburgms.com/community-development and between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, through January 29, 2024 at the following locations:

City Hall
200 Forrest Street
City Clerk's Office
Hattiesburg, MS 39401

Hattiesburg Public Library
329 Hardy Street
Hattiesburg, MS 39401

Forrest County Court House
641 Main Street
Hattiesburg, MS 39401

Jackie Dole Sherrill
Community Center
220 W. Front Street
Hattiesburg, MS 39401

C.E. Roy Community Center
300 East 5th Street
Hattiesburg, MS 39401

NOTICE is hereby given that A Public Hearing will be held **Monday, January 29, 2024 at 5:30 p.m. at the Train Depot, 308 Newman Street**, to afford an opportunity for stakeholders and residents to provide feedback and comments related to the proposed plan.

Additionally, comments related to the performance report may be mailed to the attention of Petra Wingo at the City of Hattiesburg, Community Development Division, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898, or delivered to City Hall, First Floor, Community Development Division, 200 Forrest Street. Written comments may also be emailed to cdbg@hattiesburgms.com. Related comments should be delivered by January 29, 2024.

Questions may be directed to the Department of Urban Development at (601) 545-4558. To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate may contact the Department of Urban Development at (601) 554-1006; or e-mail cdbg@hattiesburgms.com in advance of meetings to for arrangements.

PUBLISH in the Legal Section: Thursday, January 11, 2024



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc: Alan Howe, Director of the Water Department
Date: Tuesday, January 2, 2024
Re: Acknowledge no bids received on December 21, 2023, for the South Water Source Test Hole for the City of Hattiesburg; Authorize re-advertisement for same.
File Number: 2024-14
Minute Book #

Summary

Authorizing re-advertisement of bids due to no bids received on 12/21/2023 for project.

Recommendation Statement

I recommend approval for the re-advertisement.

Please place this on the January 2, 2024 City Council meeting for consideration.

SPECIFICATIONS AND CONTRACT DOCUMENTS

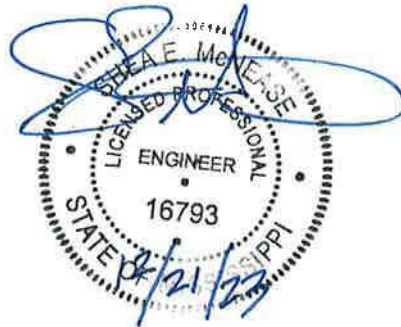
FOR

SOUTH WATER SOURCE TEST HOLE

FOR THE

CITY OF HATTIESBURG

DECEMBER 2023

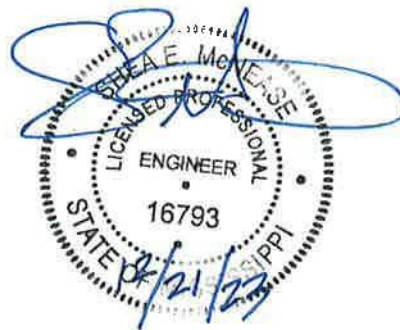


PREPARED BY:

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

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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 10:00AM on February 8, 2024 in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location opened and read aloud for furnishing the City's requirements for the following:

SOUTH WATER SOURCE TEST HOLE HATTIESBURG, MISSISSIPPI

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID: SOUTH WATER SOURCE TEST HOLE 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 BOARD on the 2ND day of January, 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

Publish on January 4, 2024 and January 11, 2024

INFORMATION FOR BIDDERS

BIDS will be received by City of Hattiesburg, MS herein called the "OWNER", at City Hall until 10:00 AM on February 8, 2024, and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to the City Clerk of said City. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **South Water Source Test Hole, Hattiesburg, Mississippi** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 200 Forrest Street, Hattiesburg, MS 39401.

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

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

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

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

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

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

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

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

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

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

The OWNER within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

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

The contract time stipulated, will be strictly enforced, if the CONTRACTOR fails to complete the work within the time stipulated, a deduction will be made of \$750 a day

from the money due the CONTRACTOR not as a penalty but as liquidated damages. The CONTRACTOR and the CONTRACTOR'S sureties shall be liable for all liquidated damages in excess of money due the CONTRACTOR.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best responsive and responsible BIDDER.

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

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

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

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

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, HATTIESBURG, MISSISSIPPI.

PROPOSAL FORM

I (we) agree to begin work within (30) calendar days after the issuance of Work Order, and to complete the work within 120 calendar days thereafter.

In compliance with the advertisement for bids, the undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with proposed Contract Documents, including furnishing any and all plant, labor, and materials, and to do work required to construct and complete said work in accordance with Contract Documents, for the following sum of money:

BASE BID: All labor, materials, services and equipment necessary for the Construction of the **South Water Source Test Hole** as indicated in the specifications and other contract documents for the sum of:

_____ Dollars
(Words)
and _____ Cents (\$ _____).
(Words) (Figures)

If within thirty (30) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within seven (7) 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.

The OWNER reserves the right to accept or reject any and/or all bids and to waive any informalities.

Respectfully Submitted,

Signature Date _____

Address License No. _____

Address

BID BOND

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

Signed, this _____ day of _____, 20_____.

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

SOUTH WATER SOURCE TEST HOLE, HATTIESBURG, MISSISSIPPI

NOW, THEREFORE,

(a) If said BID shall be rejected, or

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

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

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

PRINCIPAL

SURETY

BY: _____

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

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__ by and between _____ hereinafter called the CONTRACTOR, the City of Hattiesburg hereinafter called the OWNER, Witnesseth that the CONTRACTOR and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

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

SOUTH WATER SOURCE TEST HOLE HATTIESBURG, MISSISSIPPI

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

ARTICLE 2: THE CONTRACT SUM

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

ARTICLE 3: TIME OF COMPLETION

The CONTRACTOR agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the CONTRACTOR fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of **\$750.00** 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 CONTRACTOR will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices, and submit to the ENGINEER, along with an affidavit by the CONTRACTOR that progress payments theretofore received from OWNER have discharged in full all the CONTRACTOR's obligations stated in prior progress payments. ENGINEER will recommend partial payment to the OWNER within a reasonable time of receipt of CONTRACTOR's estimate based on the ENGINEER's estimated quantities.

The OWNER agrees to pay the CONTRACTOR one hundred percent (100%) of the value of the work done each month, less retainage in accordance with MS Code of 1972 Section 31-5-33 until final acceptance of the work has been made. If defective and/or materials are discovered or reasonable doubt arises to the integrity of any part of the work for which partial payment has been allowed, a deduction from subsequent estimates in the amount equal to the work in question will be made until the defects have been remedied or the cause for doubt removed.

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the ENGINEER shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the CONTRACTOR within forty-five (45) days the date of said final acceptance and receipt of the closeout documents required per the Supplement to General Conditions and recommendation of the same to the OWNER.

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

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

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

ARTICLE 6: THE PERFORMANCE BOND

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

ARTICLE 7 INSURANCE

The CONTRACTOR agrees to also carry public liability insurance, property damage insurance, and workman's compensation insurance in amounts as required by the specifications.

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the project specified herein.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the "Contract Documents" and complete the project on or before the completion date unless the period for completion is extended otherwise by the "Contract Documents."
4. The CONTRACTOR agrees to perform all of the work described in the "Contract Documents" and comply with the terms therein for the sum as shown in the bid schedule.
5. The term "Contract Documents" means and includes the following:

Advertisement for Bids	Notice of Award
Instructions to Bidders	Notice to Proceed
Bid	Change Order
Bid Bond	General Conditions
Contract Agreement	Supplemental General Conditions
Payment Bond	Technical Specifications
Performance Bond	Drawings
Addenda	

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the "General Conditions" such amounts as required by the "Contract Documents."

7. This "Contract Agreement" shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

OWNERS:

City of Hattiesburg

SEAL

DATE

Authorized by:

ATTEST

(Printed Name & Title)

CONTRACTOR:

SEAL

DATE

ATTEST

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT AND PERFORMANCE BOND

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

The Condition of this obligation is such that; whereas Principal by an instrument in writing attached hereto and bearing date of _____ has agreed with said Obligee to do all work necessary and to furnish labor, materials, tools, supplies and services to construct **SOUTH WATER SOURCE TEST HOLE , HATTIESBURG, MISSISSIPPI** as shown on Plans and specified thereby in the Specifications, Proposal and other Contract Documents hereto attached.

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

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

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions

or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

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

(SEAL)

WITNESSES:

PRINCIPAL

ADDRESS

Name of person executing for Principal

TITLE

SURETY

ADDRESS

WITNESSES:

Name of person executing for Surety

TITLE

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

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

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

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

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

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

APPROVAL: Accept as satisfactory.

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

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

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

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

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions,

the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

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

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

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

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

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

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

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

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

HE, HIS, AND HIM: These are several pronouns that shall represent both male and female genders.

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

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

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

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

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

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

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

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

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

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

SUBSTANTIAL COMPLETION: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in effect at time of submission of Bid in addition to those Supplementary General Conditions attached here to.

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

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

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

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

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

ARTICLE 2 - PRELIMINARY MATTERS:

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

EXECUTION OF AGREEMENT:

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

FORFEITURE OF BID SECURITY:

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

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shown on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction

CONTRACTOR'S PRE-BID REPRESENTATIONS:

2.4 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 in accordance with the Notice to Proceed.

STARTING THE PROJECT:

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

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

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

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

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

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

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

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

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

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

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

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

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

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

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other

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

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

Subsurface Conditions:

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

Differing Site Conditions

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

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

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

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

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

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

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

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

Owner's Liability Insurance

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

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and

Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

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

Cancellation and Re-Insurance:

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

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

Labor, Materials and Equipment:

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

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation,

construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

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

Materials, Equipment, Products and Substitutions:

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

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

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

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

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

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

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

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

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

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

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

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

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

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

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

Patent Fees and Royalties:

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

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

Permits:

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

utility charges.

Laws and Regulations:

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

Taxes:

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

Record Drawings:

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

Safety and Protection:

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

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

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

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

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

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

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

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

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of

corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

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

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

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

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

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

Public Convenience and Safety:

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

Sanitary Provisions:

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

Indemnification:

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

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall

not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

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

Responsibility for Connecting to Existing Work:

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

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

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

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

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

Cooperation with Governmental Departments, Public Utilities, Etc.:

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

such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

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

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

Use of Premises:

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

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

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

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

Protection of Existing Property Improvements:

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

Temporary Heat:

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

ARTICLE 7 - WORK BY OTHERS:

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

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

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

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

provide in Articles 11 and 12.

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

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

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

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

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

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

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

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable

objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

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

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

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

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

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

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

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

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

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

Visits to Site:

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

Clarifications and Interpretations:

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

Measurement of Quantities:

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

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or

approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

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

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

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

Resident Project Representative:

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

Decisions on Disagreements:

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

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

the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

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

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

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

ARTICLE 10 - CHANGES IN THE WORK:

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

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

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

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

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

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

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

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

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

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

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

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more

than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

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

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

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

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

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

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

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

above to the extent authorized by OWNER.

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

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

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

11.4.5 Supplemental costs including the following:

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

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

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

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

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

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

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

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

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

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

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

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

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

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

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

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

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

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

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

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

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

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

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor,

installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

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

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

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

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

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

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

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

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1)

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

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writing;

14.1.3 When the Work is substantially complete (operational or beneficial

occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this

request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first-tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes will resume. If the specified completion date had not been reached at the time the CONTRACTOR called for a final inspection, the calendar day difference between the specified completion date and the date the CONTRACTOR called for a final inspection will be added after the

14-day period before starting liquidated damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the ENGINEER and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfitting for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition

to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within sixty (60) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonable respond in writing, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition, and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days' notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for

whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment forty-five (45) days after payment is due, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which, the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the

CONTRACTOR submits the required progress schedule.

17.8 If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

17.9 Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

17.10 Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 The damages indicated above shall be considered as liquidated damages for the loss to the OWNER on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the ENGINEER in section 14.11

17.12 Work requiring the presence or services of the ENGINEER, based-solely on the opinion of the ENGINEER, will not be permitted on Sunday or holidays observed by the State unless the ENGINEER determines that an emergency or necessity exists. Work on these days solely to complete the project within the contract time will not be considered a necessity or emergency.

17.13 The ENGINEER will prepare and submit to the CONTRACTOR one (1) preliminary punch list of items that do not meet the contract requirements after the final inspection and one (1) final punch list immediately before final completion and final payment.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. Workers' Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability or the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person whichever is more. This policy shall include an all states endorsement.

B. **CONTRACTOR'S** Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
- b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. **CONTRACTOR'S** Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the **CONTRACTOR** shall secure

contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. Automotive Public Liability and Property Damage

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for one accident to protect him from any and all claims arising from the use of the following:

- a. **CONTRACTOR'S** own automobiles and trucks.
- b. Hired automobiles and trucks.
- c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. OWNER'S Protective Liability Policy

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

- a. Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work “broom” clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
"We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;
 - a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
 - b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
 - c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the

guarantee, the OWNER may have the defects corrected and the CONTRACTOR and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
"WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
"WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."
In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
7. OPERATING AND MAINTENANCE MANUALS:
All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).
8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):
Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractor's firm is Incorporated.
9. FINAL CLEANING:
At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

TECHNICAL SPECIFICATIONS

A. TEST HOLE:

1. Upon receipt of the written Notice to Proceed, and prior to construction of the permanent Well, the contractor shall drill a test hole of sufficient diameter to conduct the necessary testing listed herein and to a depth of not less than 1,100 feet. The test hole is to be drilled in order to determine the aquifer characteristics and water quality.
2. Sand samples shall be taken in duplicates of all sand formations encountered below 300 feet. There shall be provided a mud ditch of sufficient length for the sand cuttings to collect before the mud returns to the mud pit for re-pumping. After each drill rod is cut down and the sand samples are collected, the collection ditch shall be cleaned of the cuttings and drilling shall continue. The Contractor shall have a sieve and flow analysis completed on each sand formation encountered at 10-foot intervals and for any change in formation.
3. After the test hole has been completed to the specified depth, the Contractor shall arrange for an electric log to be run for the entire depth of the hole along with a gamma ray log.
4. The Engineer and Contractor shall then determine the optimum test well depth (if authorized by the owner), taking into account the minimum requirements as set forth herein.
5. The Contractor shall perform a Pump Test on the test hole of 50 gallons per minute for a 24-hour period.
6. The Contractor shall provide a water sample from the target sand based on information gathered from the test well. Water samples shall be tested at expense of contractor to determine physical and chemical properties. Water samples shall be collected and analyzed for key parameters, including but not limited to pH, turbidity, total dissolved solids (TDS), hardness, chemical content (i.e. iron, lead, copper...etc.) and chemical and microbiological contaminants.

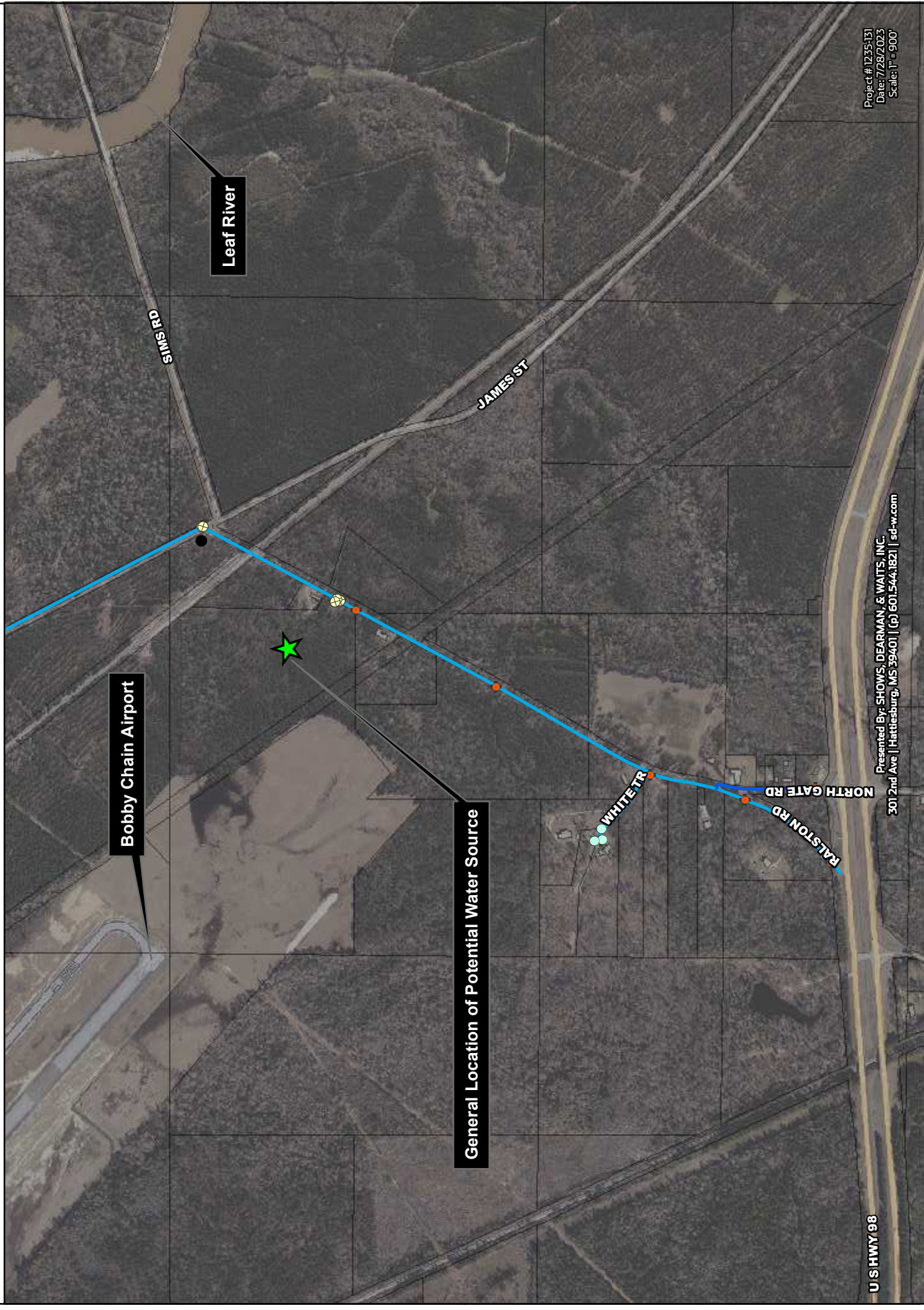
B. ELECTRIC LOGGING:

The Contractor will make necessary arrangements to have an electric log and gamma log run on the hole, and the Contractor shall expedite the running this log as directed by the Engineer.

C. ABANDONMENT

Upon completion of the tasks required by this contract, Contractor shall abandon the test hole in accordance with Mississippi Department of Environmental Quality requirements.

City of Hattiesburg -Water Source Location Map #1



Project # 1235131
Date: 7/28/2023
Scale: 1" = 900'

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

U S HWY 98



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Sylvester London, Division Manager
cc:
Date: Tuesday, January 2, 2024
Re: Acknowledge receipt of the two quote docket for the period of November 28, 2023 through December 21, 2023.
File Number: 2024-11
Minute Book #

Summary

Recommendation Statement

Please place this on the January 2, 2024 City Council meeting for consideration.

SUCCESSFUL BID/ OTHER BID	PURCHASE ORDER	BID AMOUNT	ITEM DESCRIPTION
PREMIER AUTOMOTIVE PRODUCTS LLC	2400898	\$ 39,454.00	DODGE DURANGO FOR DOMESTIC ADVOCATE
ACADIANA DODGE CHRYSLER JEEP RAM		\$ 43,850.00	
ENMON ENTERPRISES LLC DBA JANI-KING	2400899	\$ 34,668.00	CLEANING SAFETY COMPLEX
PATRICIA'S CLEANING SERVICES		\$ 42,000.00	
HH CLEANING SERVICES LLC		\$ 43,800.00	
MOLLY MAID		\$ 98,280.00	
PRECIOUS TATE JASPER	2400976	\$ 15,300.00	JANITORIAL CLEANING OF MUNICIPAL COURT
JANI-KING SOUTHEAST MISSISSIPPI		\$ 15,840.00	
MOLLY MAID		\$ 27,552.00	
METRIX SOLUTIONS	2401038	\$ 13,982.50	BARRACUDA EMAIL PROTECTION
BARRACUDA		\$ 16,320.00	
PARISH TRACTOR	2401062	\$ 17,299.00	12 FT BATWING FOLDING CUTTER
WINDHAM TRACTOR AND IMPLEMENT COMPANY		\$ 17,699.00	
INTELLIGENT MARKING USA INC	2401064	\$ 62,700.00	ROBOTIC FIELD PAINTER
US SPECIALATY COATING		\$ 72,000.00	
BEARD EQUIPMENT CO	2401065	\$ 31,335.00	UTILITY TRACTOR
STOTZ EQUIPMENT		\$ 31,993.00	
BEARD EQUIPMENT CO	2401066	\$ 32,000.00	USED TRIM MOWER
STOTZ EQUIPMENT		\$ 34,323.00	
BEARD EQUIPMENT CO	2401071	\$ 51,000.00	PRECISION CUT FAIRWAY MOWER
STOTZ EQUIPMENT		\$ 53,318.00	
STAGERIGHT CORPORATION	2401093	\$ 23,445.00	STAGE FOR COH USAGE
WENGER CORPORATION		\$ 30,308.40	

SCRUB HUB LLC	2401114	\$ 22,500.00	JANITORIAL CLEANING SERVICES
JANIKING OF SOUTHEAST MS		\$ 25,364.04	
MOLLY MAID		\$ 57,720.00	
LANDERS FORD SOUTH LLC	2401120	\$ 39,500.00	1500 CREW CAB REGULAR BED TRUCK
PINE BELT MOTORS		\$ 42,325.00	
HUMPHRIES AUTO SUPPLY LLC/CARQUEST	2401144	\$ 12,999.99	PRESSURE WASHER
B & R INDUSTRIAL SUPPLY		\$ 16,611.14	
PUCKETT RENTS	2401147	\$ 18,000.00	FORKLIFT
UNITED RENTALS		\$ 22,567.00	
EMERGENCY EQUIPMENT PROFESSIONAL INC	2401194	\$ 21,420.50	EQUIPMENT FOR UNITS 21715, 21718, 21719
JACKSON UPFITTERS		\$ 26,671.30	
BUCKHAULTS ELECTRIC SERVICE	2401209	\$ 8,775.00	9TH ST BALLPARK-SCOREBOARD
RAINEY ELECTRONICS		\$ 10,750.00	
GILLILANDS ELECTRONICS SUPPLY CO	2401232	\$ 14,380.00	SECURITY CAMERAS
PRO1 SECURITY & COMMUNICATIONS		\$ 18,419.64	
B CLEAN LLC	2401239	\$ 28,686.00	TSP PORTABLE RENTAL
SOUTHERN ON SITE		\$ 30,280.00	
COMFORTS OF HOME SERVICES INC	2401244	\$ 51,379.80	PORTABLE RESTROOM
NRT SALES LLC		\$ 53,260.00	

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2400898

ITEM DODGE DURANGO FOR DOMESTIC ADVOCATE

BID #1

WINNING BID

COMPANY PREMIER AUTOMOTIVE PRODUCTS LLC

BID

AMOUNT \$39,454.00

BID #2

COMPANY ACADIANA DODGE CHRYSLER JEEP RAM

BID

AMOUNT \$43,850.00

BID #3

COMPANY _____

BID

AMOUNT _____

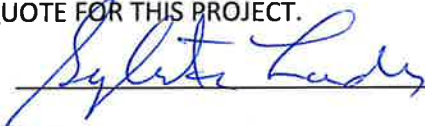
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Ship To 1032
#1 Government Plaza
Police Department
Hattiesburg, MS 39401

Vendor 50312
PREMIER AUTOMOTIVE PRODUCTS LLC
13000 1-10 SERVICE ROAD
NEW ORLEANS, LA 70128

Purchase Order

Fiscal Year 2024

Page 1 of 1

Purchase Order Number 02400898

Purchase Order Date 11/28/2023

Department HATTIESBURG POLICE DEPARTMENT

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	BFERGUSON@PREMIERDCOFNEW ORLEANS.COM	50312	1655	Valente Hunt	

NOTES

DODGE DURANGO FOR DOMESTIC ADVOCATE/TWO QUOTE-HPD

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	DODGE DURANGO FOR VICTIMS ADVOCATE/TWO QUOTE VIN:1C4RDHAG5PC589433 GL #: 001100 - 740000	1.0000	EACH	\$39,454.0000	\$39,454.00

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

Total Ext. Price \$39,454.00

Purchase Order Total \$39,454.00

City Clerk

PREMIER CHRYSLER JEEP® DODGE

Date 10/25/2023

Salesperson LeGande Ferguson

Company City of Hattiesburg
 Address 1 Government Plaza
 City Hattiesburg State MS
 County FORREST Zip 39401
 Home _____ Bus Phone _____
 Cell Phone (601) 506-4988
 Email nrockhold@hattiesburgms.com

*Added Equipment

☒ New	☐ Demo	☐ Rental Unit	☐ Used
Year <u>2023</u>	Make <u>DODGE</u>	Stock <u>PC589433</u>	
Model <u>DURANGO</u>		Body <u>4D WAGON SXT LAUNCH EDI...</u>	
Color _____	Top _____	Trim _____	
VIN <u>1C4RDHAG5PC589433</u>	Miles <u>0</u>		

TRADE IN (1)		PURCHASE	
Year	Make	Price	\$43,250.00
Model		Added Equip*	\$0.00
VIN			
Miles			
Stock			
TRADE IN (2)		SUBTOTAL	\$43,250.00
Year	Make	Sales Tax	\$0.00
Model		Doc Fee	\$425.00
VIN		Recordation Fee	\$10.00
Miles		Temp Tag	\$4.00
Stock		Notary Fee	\$15.00
Allowance			
Rebate	\$4,250.00	TOTAL CASH PRICE	\$43,704.00
Cash Due	\$0.00	Total Credits	(\$4,250.00)
Deposit	\$0.00	TRADE-IN PAYOFF	\$0.00
TOTAL CREDITS	\$4,250.00	BALANCE DUE	\$39,454.00



13000 East I-10 Service Rd • New Orleans, LA 70128 • (504) 218-1580 • Fax (504) 218-1588





acadiana DCSR

Date: _____

1700 S.W. Evangeline Thruway
Lafayette, LA 70508

Salesman: _____

TELEPHONE (337) 232-7361 MOTOR VEHICLE PURCHASE AGREEMENT

Purchaser: City of Hattiesburg

Res. Phone: _____

Bus. Phone: _____

Address: 1 Government PlazaCity: HattiesburgState: MSZip: 39401

I hereby agree to purchase from you under the terms and conditions specified the following delivery is to be made
or as soon the earlier as possible. It is agreed, however, that neither Acadiana Dodge, Inc. or the Manufacturer will be liable for failure to effect delivery.

NEW ☒	DEMO ☐	Year	Make	Cyl.	Model	Body Style	Stock No.
Used ☐		<u>23</u>	<u>DODGE</u>	<u>6</u>	<u>Durango</u>		
Serial No.		Social Security No.		Color			
<u>1C4RDJAG3PC598610</u>				<u>White</u>			
License Plate No.		Driver's License No.		Age	Date of Birth	Mileage at Delivery	

DESCRIPTION OF TRADE-IN

Make	Year
Model	License Plate No.
Body Style	Mileage
Serial No.	
BALANCE OWED TO	
Signature of Buyer (Transfer Trade-In)	

Cash Price of Vehicle

47585
<4250>

CREDITS

USED CAR ALLOWANCE	
BALANCE OWED ON CAR	
NET ALLOWANCE ON USED CAR	
Rebate	
DOWN PAYMENT DUE	
TOTAL CREDIT	Transfer to Right Column

A new motor vehicle may be subject to a National Highway Traffic Safety Administration required recall which would be repaired in accordance with manufacturer standards approved by the National Highway Traffic Safety Administration. If such repair is a concern before you purchase, please ask for a copy of the recall notice. If applicable, to vehicle being sold.

Customer Signature: _____ Dealer Representative Signature: _____

I acknowledge that the Chrysler Service Contract available on the vehicle described above was explained to me and that I elect not to purchase a contract.

SUBTOTAL

SALES TAX 0.00%

LICENSE FE, TITLE, REGISTRATION	NOTARY, DOC, CONVENIENCE FEES	TEMP TAG INSPECTION STICKER
<u>15</u>	<u>500</u>	<u>515</u>

Cash Price

43850

TOTAL CREDIT (Transfer from left Column)

Unpaid Balance of Cash Price

Lien Holder

Address:

DISCLAIMER OF WARRANTIES

Any Non-Chrysler or Non-Hopar part, conversion package or service contract as noted is not warranted by nor the responsibility of the Chrysler Corporation.

The Seller, Acadiana Dodge, Inc. hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Acadiana Dodge, Inc. neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

Notice to the buyer (1) Do not sign this application before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled-in copy of this document. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

The front and back of this comprise the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever will be recognized. I have read the matter printed on the back hereof and agree to it as part of this order the same as if it were printed above my signature.

THIS TRANSACTION IS NOT VALID UNLESS
ACCEPTED BY MANAGER OF
Acadiana Dodge, INC.

RECEIPT OF A FILLED-IN COPY OF THIS AGREEMENT
IS HEREBY ACKNOWLEDGED BY PURCHASER

Accepted By: _____

Title: _____

Purchaser Signature

CO-Purchaser Signature: _____

3375: Envid: 5457 P-Envid: 575234

Generated by: DealerSocket.com

12/14/2018 11:05:07 AM

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2400899

ITEM CLEANING SAFETY COMPLEX

BID #1

WINNING BID

COMPANY ENMON ENTERPRISES LLC DBA JANI-KING

BID

AMOUNT \$34,668.00

BID #2

COMPANY PATRICIA'S CLEANING SERVICES

BID

AMOUNT \$42,000.00

BID #3

COMPANY HH CLEANING SERVICES LLC

BID

AMOUNT \$43,800.00

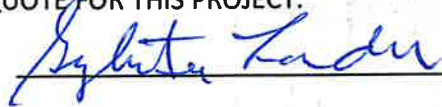
BID #4

COMPANY MOLLY MAID

BID

AMOUNT \$98,280.00

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Ship To 1032
#1 Government Plaza
Police Department
Hattiesburg, MS 39401

Vendor 47011
ENMON ENTERPRISES LLC
DBA JANI-KING
300 NE 1-55 SERVICE ROAD
PONCHATOULA, LA 70454-3309

Purchase Order

Fiscal Year 2024

Page 1 of 1

Purchase Order Number

02400899

Purchase Order Date

11/28/2023

Department

HATTIESBURG POLICE DEPARTMENT

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	CMCKINNEY@JANIKINGGCR.COM	47011	1650	Valente Hunt	

NOTES

CLEANING SAFETY COMPLEX/TWO QUOTE-HPD MB# PENDING

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	CLEANING OF POLICE SIDE OF SAFETY COMPLEX (3) TIMES PER WEEK GL #: 001100 - 604900	1.0000	EACH	\$34,668.0000	\$34,668.00

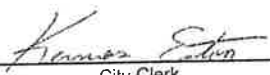
SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price

\$34,668.00

Purchase Order Total

\$34,668.00


City Clerk

Jani-King of SE Mississippi
22 Millbranch Road
Suite 710
Hattiesburg, MS 39402
(601) 579-4984



November 8, 2023

Regional Support Centers

Alexandria • Baton Rouge
Gulfport • Daphne
Flowood • Hattiesburg • Houma
Lafayette • Metairie • Monroe
Montgomery • Pensacola
Ponchatoula • Shreveport

Franchise Locations

Abbeville • Addis • Albany
Alexandria • Ama • Amite
Arnaudville • Ashford • Baker
Bassfield • Baton Rouge • Biloxi
Bossier City • Brandon
Breaux Bridge • Brookhaven
Broussard • Bush • Byram • Cankton
Cantonment • Carencro • Carriere
Chicksaw • Clanton • Columbus
Covington • Crystal Springs
D'Iberville • Daphne
Denham Springs • Destrehan
Donaldsonville • Duson • Eight Mile
Elba • Enterprise • Ethel • Fairhope
Florence • Foley • French Settlement
Geismar • Gonzales • Grady • Gray
Greenville • Greenwell Springs
Gretna • Gulfport • Hammond
Harahan • Harvey • Hattiesburg
Hayneville • Holt • Houma • Irvington
Jackson • Jonesboro • Kenner
Kentwood • Kilgore • LaCombe
Lafayette • Lake Charles • LaPlace
Lexington • Longview • Louisville
Lucedale • Luling • Lusher
Lynn Haven • Madison • Magee
Marksville • Marrero • Maurepas
McComb • Meridian • Metairie
Milton • Minden • Mobile • Monroe
Montgomery • Morgan City
Moss Point • Mount Olive
Natalbany • New Iberia
New Orleans • Ocean Springs
Panama City • Pass Christian
Patterson • Pearl • Pensacola
Perkinston • Petal • Picayunne
Pike Road • Pine Apple • Pineville
Ponchatoula • Prairieville • Prattville
Prichard • Purvis • Ragley • Raleigh
Reserve • Ridgeland • River Ridge
Saraland • Saucier • Schriever
Scott • Semmes • Shreveport
Slidell • St. Bernard • St. Francisville
St. Martinville • St. Rose • Sumral
Sunshine • Tallahassee • Terry
Terrytown • Theodore • Thibodaux
Thomaston • Tickfaw • Vacherie
Vancleave • Vicksburg
Wake Village • Walker • Ward
Washington • Waveland
West Monroe • Wetumpka
Woodworth • Youngstown
Youngsville • Zachary

Ms. Valente
Account Tech
HATTIESBURG POLICE DEPARTMENT
300 Klondyke St
Hattiesburg MS 39401

Dear Ms. Valente :

Thank you very much for the time and interest you have afforded me concerning the janitorial needs for your facility. Jani-King appreciates this opportunity and enclosed is our completed proposal for a professionally operated cleaning program along with the cleaning schedule.

Most companies change cleaning services about every 18 months which shows a high degree of dissatisfaction; not to mention the wasted time securing proposals from cleaning companies that over-promise and under-deliver. Our proposal will show you how partnering with Jani-King will solve your cleaning problems and bring an end to this frustrating cycle once and for all.

Each Jani-King representative is fully covered by an insurance program that protects you in several ways. The Commercial Cleaning Employee Dishonesty Policy, General Liability, and Workers' Compensation coverage provides protection to our customers for claims due to loss of property or personal injuries that are the result of actions by Jani-King personnel.

Please do not hesitate to call for any additional information you may deem necessary in assessing our proposal. I may be reached at (601) 579-4984.

Trusting we may be of service,

Greg Mckinney

Greg Mckinney
Regional Director
Jani-King of SE Mississippi

*See Page 8
For answer*



GENERAL PROCEDURES

I. SUPERVISION

- A. Jani-King authorized franchisee will stay in close contact with the customer's management concerning all work performed
- B. All franchisee personnel will be trained and supervised to perform to the best of their ability in order to accomplish the cleaning you deserve.
- C. All franchisee personnel will be checked regularly as to performance and ability to maintain Jani-King standards.

II. WAGE SCALE

- A. All franchisees are required to pay their employees no less than the minimum scale as required by federal law.
- B. Work hours, workweek, job methods, procedures, pay periods, and pay scale will be thoroughly explained by our franchisees to their employees.

III. SECURITY PROCEDURES AND INSURANCE

- A. A personnel file is set up and maintained on all employees of authorized franchisees.
- B. Franchisees and their employees will work closely with customer's management regarding to the use of acceptable personnel.
- C. Franchisees will check to make sure that the building is properly secured before leaving the building.
- D. Jani-King will provide all necessary insurance and bonds on all of franchisee's employees.



JANI-KING FRANCHISE CONCEPT

Jani-King is an international company currently operating in 100 cities across the United States, Canada, Great Britain, Singapore, Turkey, Brazil, Mexico and Australia. Since 1969, our unique program has provided quality janitorial services for thousands of customers nationwide.

At Jani-King, we know that the quality of service your facility receives is, for the most part, determined by the motivation of the custodian on the job site. This is why we operate through a network of qualified Jani-King franchisees.

Our franchisees perform on the job because they have the motivation and incentive to clean your building professionally. A financial investment into a business of their own and personal commitment to the success of that business ensures that Jani-King franchisees have a genuine concern for a job-well-done. What more concern could you possibly have on the job when the owner of the service company is either doing the work himself or closely supervising his employees?

A key to any successful company is its personnel, and that is why Jani-King puts a qualified and motivated Jani-King franchisee in your facility. The pride this individual takes in caring for his customers will be evident to you in the cleanliness of your working environment.

Backing our franchisees in their efforts, the Jani-King Regional Office Support Personnel will ensure our high cleaning standards. We make sure that our franchisees have the training, personnel, equipment, insurance and most importantly, the customer service support necessary to provide your company with on-going quality janitorial services.

At Jani-King, consistent service is accomplished through a communication program consisting of Past Performance Evaluations, Memo Pads, and Inspection Reports. In addition, our customer service representatives will be in contact with you and will always be abreast of the cleaning needs of your facility.

The Jani-King motto is "The Performance People." Our extensive list of client references will attest that Jani-King franchisees live up to our motto.

JANI-KING®
MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is made as of the Effective Date below by and between **ENMON ENTERPRISES, LLC d/b/a Jani-King of SE Mississippi ("JANI-KING")** and **HATTIESBURG POLICE DEPARTMENT ("CLIENT")**.

WHEREAS:

- **JANI-KING** is the franchisor of commercial cleaning and maintenance businesses; and businesses that provide operational services to our commercial customers.
- **JANI-KING** is in the business of providing commercial cleaning and maintenance services and operational services through its authorized franchisees.
- **CLIENT** desires of the services of **JANI-KING** for the purpose of keeping its premises properly cleaned as outlined in the Cleaning Schedule; and,
- **JANI-KING** through its authorized franchisee agrees to provide such services to **CLIENT**;

THEREFORE, in consideration of the mutual covenants and obligations set out in this Agreement, the parties hereby agree as follows:

1. PERFORMANCE OF SERVICES

- 1.1. Performance of the services scheduled shall begin on _____
[DATE]
- 1.2. The term of this Agreement shall be for three (3) years from the date services are scheduled to begin.
- 1.3. The services shall be performed at the following location:
HATTIESBURG POLICE DEPARTMENT
300 Klondyke St
Hattiesburg MS 39401
Serviceable Square Footage: 12,821
- 1.4. The premises making up the working area under this Agreement will be known further as the "Named Areas", which are further defined in the Cleaning Schedule attached hereto and by specific reference made a part of this Agreement.
- 1.5 **JANI-KING** agrees to have its authorized franchisee service the Named Areas as scheduled **THREE (3)** times per week.
- 1.6. **JANI-KING's** authorized franchisee will furnish all equipment, tools, and cleaning supplies, necessary for the performance of its duties. The duties being to maintain the Named Areas in a neat, clean and orderly condition as outlined in the Cleaning Schedule attached hereto and by specific reference made a part of this Agreement. **CLIENT** warrants that the premises to be serviced are free of asbestos, hazardous materials and hazardous waste materials. **CLIENT** hereby agrees to hold **JANI-KING** and its authorized franchise owners and employees harmless and indemnify them from any and all liability resulting from any exposure of **JANI-KING's** personnel, to asbestos, or hazardous or harmful materials.

2. PAYMENT OF SERVICES

- 2.1. **CLIENT** agrees to pay to **JANI-KING** each month the minimum monthly charge stated in the Pricing Schedule, attached hereto and made a part hereof, on or before the last day of each month in which services are rendered. Additionally, **CLIENT** also agrees to pay any sales or use tax levied by a taxing authority on the value of the services provided or supplies purchased. **CLIENT** agrees that all payments due and owing **JANI-KING**, for any reason, shall be properly credited only when delivered to the following address:

**JANI-KING Gulf Coast Region
300 NE I-55 Service Road
Ponchatoula, LA 70454-3309**

- 2.2. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for those holidays. Any other credits issued to **CLIENT** by Jani-King shall be calculated using a per clean/missed clean cost for basic services, not including floor care or other services, in the amount of \$222.00.
- 2.3. From time to time, as the parties may agree, the amount to be paid by **CLIENT** may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount or frequency of service to be rendered. Such modifications shall be binding only if in writing, signed by both parties. In the event mutual agreement relating to frequency of service, type of service, space serviced or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.
- 2.4. It is expressly agreed that the total minimum sum stated in the Pricing Schedule may be increased annually by **JANI-KING** by a percentage amount not to exceed the annual increase of the Consumer Price Index as most recently published by the US Bureau of Labor Statistics.
- 2.5. In the event payment for services is not received within thirty (30) days from the date such payment is due, **JANI-KING** may suspend services to **CLIENT** until such payment is received. Suspension of services by **JANI-KING** under this Section shall not deprive **JANI-KING** of any of its remedies or actions against **CLIENT** for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any **JANI-KING** rights.

ACCOUNTS PAYABLE INFORMATION (TO BE COMPLETED BY CLIENT)		
A/P CONTACT _____	BILLING ADDRESS _____	
PHONE _____	CITY, STATE, ZIP _____	
E-MAIL _____		
PAYMENT METHOD		
☐ CHECK BY MAIL	☐ AUTO DRAFT	☐ CUSTOMER INITIATED ELECTRONIC FUNDS TRANSFER

3. INDEPENDENT BUSINESS RELATIONSHIP

- 3.1. It is expressly agreed that the authorized **JANI-KING** franchisee who has been designated by **JANI-KING** for this Agreement, will select and designate all personnel to perform **JANI-KING's** and the franchisee's obligations under this Agreement.
- 3.2. Authorized **JANI-KING** franchisees and any of its personnel are not employees of **CLIENT** but are independent contractors; and in this regard, such **JANI-KING** authorized franchisees and their employees will not be within the protection or coverage of **CLIENT's** workers' compensation insurance and no withholding of social security, federal or state income tax or other deductions shall be made from the sums agreed to be paid to **JANI-KING** herein, the same being contract payments and not wages.

- 3.3. **CLIENT** agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, that **CLIENT** will not employ any employees, agents, representatives or franchisees of **JANI-KING** or any employees of **JANI-KING** franchisees without the express written consent of **JANI-KING**. **JANI-KING** agrees that during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ any employees, agents or representatives of **CLIENT** without the express written consent of **CLIENT**. **CLIENT** further understands and acknowledges that **JANI-KING** is a franchisor of commercial cleaning and maintenance services and that a non-competition agreement exists between **JANI-KING** and its designated franchisee.

4. TERM, RENEWAL AND TERMINATION

- 4.1. The term of this Agreement shall be for three (3) years from the date services are scheduled to begin, as stated in Section 1.1, and shall be automatically extended and renewed for the same terms and conditions, unless: (a) **CLIENT** shall give written notice, as described herein, of termination at least thirty (30) days prior to expiration of the term; or (b) **JANI-KING** shall give thirty (30) days written notice to terminate at any time during this Agreement. If timely notice is given by **CLIENT** for termination, this Agreement shall expire at midnight of the last day of the term. Otherwise, this Agreement may only be terminated by **CLIENT** for non-performance as set out below.
- 4.2. Non-performance is defined as the failure, neglect or refusal to perform any act stipulated under this agreement or as outlined in the Cleaning Schedule attached. Before any termination for non-performance is effective, **CLIENT** must give **JANI-KING** written notice, as described herein, specifying in detail the nature of any defect or failure in performance. Upon the date of receipt of notice of non-performance, **JANI-KING**, at its election, shall have thirty (30) days in which to cure the defect in performance to the reasonable satisfaction of **CLIENT**. In the event the defect is not satisfactorily cured at the end of the thirtieth (30th) day from the date of receipt of such notice, **CLIENT** shall provide written notification, as described herein, to **JANI-KING** of the failure to satisfactorily cure the defect. This Agreement shall then terminate thirty (30) days from the date of the second notice. In the event the notice of the failure to satisfactorily cure the defect is not received within fifteen-15 days of the expiration of the thirty-30 day cure period, all deficiencies will be deemed cured.
- 4.3. In the event **CLIENT** terminates this Agreement for any reason other than non-performance, as described above, **CLIENT** agrees to pay, as stipulated damages, an amount equal to twenty-five (25%) percent of the minimum monthly charge stated in the Pricing Schedule, multiplied by the number of months remaining in the term of this Agreement or in any extension or renewal thereof.
- 4.4. All notices between **CLIENT** and **JANI-KING** shall be in writing. Any notice shall be deemed duly given if such notice is deposited, postpaid and certified, return-receipt requested with the United States Postal Service to the address as stated in Section 2.1 herein for **JANI-KING** or to the address stated on the signature page of this Agreement for **CLIENT**. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of such change. Time is of the essence for all notices required under the terms of this Agreement.

5. GENERAL PROVISIONS

- 5.1. In the event it becomes necessary for **JANI-KING** to institute suit against **CLIENT** to secure or protect its rights or to collect any sums due under this Agreement, **JANI-KING** shall be entitled to all associated costs of the suit, including reasonable attorney's fees.
- 5.2. The terms of this Agreement shall be binding upon and inure to the benefit of **JANI-KING** and **CLIENT** and their respective heirs, representatives, successors and assigns, except as otherwise herein provided.
- 5.3. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
- 5.4. Jurisdiction and venue for any suit brought on this Agreement shall be in the county or parish where the **JANI-KING** regional office is located.

- 5.5. Both parties agree that they have fully reviewed and discussed the terms of this Agreement, and all attachments, and acknowledge that the terms reflect the entire Agreement of the parties pertaining to its subject matter and it supersedes all prior or contemporaneous agreements, representations and understandings of the parties.
- 5.6. Any changes or modification to this Agreement must be in writing, signed by both parties and attached hereto.
- 5.7. In the event any section, subsection, provision or clause of this Agreement or any combination thereof is found to be unenforceable at law, in equity or under any presently existing or hereafter enacted legislation, regulation, or order of the United States, any state or subdivision thereof or any municipality, those findings shall not, in any way, affect any other part of this Agreement which shall continue in full force and effect, and the unenforceable provision shall be interpreted in a manner that imposes the maximum restriction or obligation permitted by law.
- 5.8. If the service includes disinfection for any reason, including prevention or elimination of communicable disease or other specific pathogens, **JANI-KING** will apply products in accordance with manufacturer's specifications, but **JANI-KING** DOES NOT WARRANT OR REPRESENT THAT THE SERVICE WILL PREVENT ANY PERSON FROM BECOMING SICK OR CONTRACTING ANY INFECTION OR DISEASE NOR HAS **JANI-KING** INDEPENDENTLY VERIFIED THE EFFECTIVENESS OF SUCH SPECIFICATIONS. **CLIENT** specifically waives and releases any liability for damages to electronics, furniture, or other items based on damage allegedly caused by **JANI-KING** in performing the requested services, as such damages are an inherent risk to such scope of work, specifications and necessary cleaning procedures. Client consents to the use of EPA approved chemicals selected by **JANI-KING** for cleaning COVID-19.
- 5.9. The undersigned individual owner, officer, agent, member or employee of **CLIENT**, who is authorized signatory below, hereby guarantees the payment to **JANI-KING** of the minimum monthly charges in the attached Pricing Schedule and the payment of all other amounts that become payable under the terms of this Agreement. Said individual acknowledges that without this guaranty of payment, **JANI-KING** would not enter into this Agreement.
- 5.10. A copy of this Maintenance Agreement shall be treated as an original and may be used in lieu of the original document for all purposes.
- 5.11. This Maintenance Agreement supersedes any other contract or negotiations, commitments, agreements (written or oral) and writings between Jani-King and Client with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation, commitment, agreement or writing will have no further rights or obligations thereunder. Jani-King and the Client agree that they are governed by the terms and conditions of this Maintenance Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of _____ [DATE]

HATTIESBURG POLICE DEPARTMENT
300 Klondyke St
Hattiesburg MS 39401

ENMON ENTERPRISES, LLC
d/b/a Jani-King of SE Mississippi
22 Millbranch Road Suite 710
Hattiesburg, MS 39402

Authorized Signature

JANI-KING Representative Signature
Greg McKinney, Regional Director

Full Name

Title

CLEANING SCHEDULE

NAMED AREAS:

A.	LOBBY, CONF ROOM, REPORT ROOM, BREAKROOM, HALL, KITCHEN, INTERVIEW ROOM, LOCKER ROOM
B.	RESTROOMS

I. DAILY CLEANING

A. LOBBY, CONF ROOM, REPORT ROOM, BREAKROOM, HALL, KITCHEN, INTERVIEW ROOM, LOCKER ROOM

1. All trash receptacles to be emptied and trash removed to a collection point. Replace liner and damp wipe receptacle if soil is present. (Liners to be furnished by **CLIENT**.)
2. Vacuum all carpeting, including carpet mats, in traffic lanes. (**JANI-KING** is not responsible for removal of staples in carpets.)
3. Clean and polish drinking fountain/water dispenser.
4. Thoroughly dust all horizontal surfaces: including desktops, telephones, files, windowsills, chairs, tables, pictures and all manner of furnishing in above named areas. Damp wipe as needed, if soil is present.
5. Kitchen/Break room Areas: Damp wipe tables, chairs, counter, exterior of appliances, and sink. Check walls and cabinets for splash/spill marks and remove as necessary.
6. Dust mop hard surface floors with a non-treated dust mop.
7. Damp mop hard surface floors to remove any spillage or soiled areas.
8. Damp wipe entrance metal and finger marks on entrance glass.
9. Spot clean partition glass.
10. Use commercial grade cleaning products and color-coded microfiber cloths for proper sanitation.

B. RESTROOMS

1. Stock towels, tissue, and hand soap. (To be supplied by **CLIENT**.)
2. Empty sanitary napkin receptacles and damp wipe with disinfectant.
3. Empty trash receptacles and wipe if needed.
4. Clean and polish mirrors.
5. Wipe towel cabinet covers, dispensers, and changing tables (if applicable).
6. Toilets and urinals to be cleaned and disinfected inside and out. Polish bright work.
7. Toilet seats to be cleaned on both sides and disinfected.
8. Scour and disinfect all basins. Polish bright work.
9. Dust partitions, tops of mirrors and frames.
10. Remove splash marks from walls around basins.
11. Wet mop and rinse restroom floors with disinfectant.
12. Use a high co-efficient disinfectant on all restroom surfaces and color-coded microfiber cloths for proper sanitation.

II. WEEKLY CLEANING

A. LOBBY, CONF ROOM, REPORT ROOM, BREAKROOM, HALL, KITCHEN, INTERVIEW ROOM, LOCKER ROOM

1. Dust all vertical surfaces of desk, file cabinets, chairs, tables, other furniture and furnishings. Damp wipe as needed, if soil is present.
2. Dust baseboards and ledges. Damp wipe as needed, if soil is present.
3. Vacuum all carpeting and carpet mats, taking care to get into corners, along edges, under mats, and beneath furniture.
4. Damp mop hard surface floors, taking care to get into corners, along edges, under mats, and beneath furniture.
5. Use commercial grade cleaning products and color-coded microfiber cloths for proper sanitation.

III. MONTHLY CLEANING

A. LOBBY, CONF ROOM, REPORT ROOM, BREAKROOM, HALL, KITCHEN, INTERVIEW ROOM, LOCKER ROOM

1. Accomplish all high dusting up to 12 feet, not reached in the above-mentioned cleaning. (Task must be accomplished without use of a ladder.)
2. Remove fingerprints and marks from around light switches and doorframes using color coded microfiber cloth and disinfectant.
3. Damp wipe telephones using a disinfectant.

PRICING SCHEDULE*

HATTIESBURG POLICE DEPARTMENT
300 Klondyke St
Hattiesburg MS 39401

The Named Areas will be serviced according to the Cleaning Schedule
for a minimum monthly charge of:
(Tax Not Included – Florida & Texas Only)

PROGRAM

INITIAL ALL
THAT APPLY

MAINTENANCE

THREE (3) Times Per Week

TWO THOUSAND EIGHT HUNDRED EIGHTY-NINE DOLLARS

\$2,889.00 Per Month

TOTAL \$2,889.00 Per Month



*The total monthly charge represents your only cost and is inclusive of: all labor; all supervision; all materials for cleaning; all equipment for cleaning; and, all payroll, payroll taxes, insurance, etc.



SUPPLEMENTAL SERVICES

Being a fully committed facility partner means being there when you need us most. In addition to the services outlined in your Cleaning Schedule, **JANI-KING** also provides a host of **Supplemental Services** when requested. Below are examples of additional Requested Cleans available to HATTIESBURG POLICE DEPARTMENT that can be performed for an additional fee should the need arise.

HARD SURFACE FLOOR & CARPET CARE SERVICES

Carpet Extraction	Strip & Wax
Carpet Bonnet	Ceramic Tile Scrub
Burnishing	Grout Restoration
Top-Scrub & Re-Coat	Stone Care Program

GENERAL CLEANING & PROJECT SERVICES

Day Porter Services	Facility Maintenance
Window Cleaning	General Grounds Services
Pressure Washing	Water Restoration
Construction Clean-Up	Minor Repair & Maintenance

SPECIALTY SERVICES

Disaster Response	Green Programs
Emergency Management	Recycling Implementation
Temporary Staffing	Pest Control
Mold Remediation	Asset Management



OTHER SERVICES

- A. Defective or inoperative building equipment shall be brought to the attention of **CLIENT** such as:
- leakage or plumbing problem.
 - defective lights or lighting.
 - door and/or gates not properly secured.
 - other unusual circumstances which might affect the security, maintenance, or effectiveness of the facility.
- B. A Teflon-type carpet protector will be applied, upon request, for an additional fee.
- C. An anti-static material will be applied to all carpeting, upon request, for an additional fee.
- D. Care will be exercised so that baseboards, wall and furniture will not be splashed, marred, disfigured, or damaged during these or any other scheduled operations.
- E. Janitor closets, equipment, and materials shall be kept in a neat, clean, and orderly condition at all times.
- F. Any emergency cleaning accomplished for a nominal fee.



REFERENCES

SOUTHEAST MISSISSIPPI

VENTURE CHURCH
4142 Lincoln Road
Hattiesburg, MS 39402
(601) 544-0100
Jeff May
Began Servicing: 2010

GREAT AMERICAN RV
7696 US Hwy 49 N
Hattiesburg, MS 39402
(225) 567-4424
Danny Brown
Began Servicing: 2021

KEESLER FEDERAL CREDIT UNION
1119 Evelyn Grandy Parkway
Petal, MS 39465
(601) 388-5500 Ext 6316
Mark Watkins
Began Servicing: 2018

LAUREL SURGERY & ENDOSCOPY
1710 West 12th Street
Laurel, MS 39440
(601) 369-2021
Meredith Baker
Began Servicing: 2015

MERIDIAN VA CBOC
2103 13th Street
Meridian, MS 39301
(601) 482-3275
Robbi Broadhead
Began Servicing: 2010

LAUREL-JONES COUNTY LIBRARY
530 Commerce Street
Laurel, MS 39440
(601) 428-4313 Ext. 103
Carolyn Russell
Began Servicing 2012

PEARL RIVER VALLEY ELECTRIC
1422 Hwy 13 North
Columbia, MS 39429
(601) 731-7701
Dana Monk
Began Servicing: 2015



ABOUT OUR INSURANCE

We enclose a copy of our certificate of insurance that reflects the types and limits of coverage we carry to protect our customers and ourselves from potential loss. There are several specialized coverages that are included for our mutual protection that deserve special mention:

1. **Care, Custody & Control Coverage** - This important form of protection is excluded from most standard general liability policies. It provides protection against damage to property that our employees may be directly working on and for which we may be held legally liable.
2. **Extended Property Damage** - This coverage redefines property damage to include theft and mysterious disappearance for which we are legally liable, i.e., we throw out important papers or neglect to lock the premises after we have completed our night's work, etc.
3. **Lost Key Coverage** - If we have the legal responsibility for a master key for a building and it is lost or misplaced, this provides coverage to have the building totally re-keyed, if necessary.
4. **Third Party Fidelity Bonding** - This provides protection in the event that one of our employees steals from you. There must be conclusive proof; but, once that is established, the bond will respond to our legal responsibility.

We were able to obtain these unique coverages by purchasing our insurance under a plan specifically designed for the members of the building service contracting industry. This program has been underwritten by Liberty Mutual Insurance and Travelers Insurance and is tailored to meet the industry's needs.



Patricia's Cleaning Services
22 Whipsaw Loop
Hattiesburg, MS 39401
601-325-3316
patmartin1065@yahoo.com

Quote for Cleaning Services: Hattiesburg Public Safety/Hattiesburg Police Department

Service Location: 701 James Street Hattiesburg, MS 39401

Services Included: 1. General Cleaning: • Dusting and wiping surfaces • Vacuuming carpets and rugs • Mopping and sanitizing floors 2. Bathroom Cleaning: • Disinfecting surfaces • Cleaning mirrors • Restocking toiletries 3. Kitchen Cleaning: • Cleaning countertops and appliances • Washing dishes (if applicable) • Trash removal 4. Window Cleaning: • Interior window cleaning

Frequency: Three times weekly

Total Cost: \$3,500.00

Payment Terms: 30 days from invoice

Thank you for considering Patricia's Cleaning Services. We look forward to providing you with exceptional cleaning services. If you have any questions, please feel free to contact us.

Sincerely,

Patricia A. Martin
Owner
Patricia's Cleaning Services

\$ 42,000

HH CLEANING SERVICES LLC

3 Doc Johnson Loop

Petal, MS 39465

(601) 470-8857

QUOTE

HATTIESBURG POLICE DEPARTMENT

Services To Be Performed Three Times Weekly:

Lobby, Hallways, Break Rooms, Conference Rooms, Dispatch, Community Relations, Gym, Muster Room, Stairwells, Kitchen, Locker Rooms

- 1) Dust all horizontal surfaces, desks, tables, telephones, file cabinets, chairs, windowsills, and telephones. Damp wipe as needed.
- 2) Vacuum all carpeting, including carpet mats, in traffic lanes.
- 3) Empty all trash receptacles and remove trash to a collection point. Replaces liners in trash receptacles. (Liners provided by client).
- 4) Dust mop hard surface floors with a dust mop.
- 5) Damp mop all hard surface floors.
- 6) Damp wipe entrance and remove finger marks on entrance glass.
- 7) Spot clean partition glass.
- 8) Kitchen/Break Room- Damp wipe tables, chairs, counter, and exterior of appliances. Clean walls and cabinets if necessary. (Splash/Spill marks)
- 9) Clean and polish drinking fountain/water dispenser.

\$43,800

Restrooms

- 1) Stock towels, tissue and hand soap. (To be supplied by Client).
- 2) Empty sanitary napkin receptacles and damp wipe with disinfectant.
- 3) Empty trash receptacles and wipe if needed.
- 4) Clean and polish mirrors.
- 5) Wipe towel cabinet covers, dispensers, and changing tables (if applicable).
- 6) Toilets and urinals to be cleaned and disinfected inside and out.
- 7) Toilet seats to be cleaned on both sides and disinfected.
- 8) Scour and disinfect all basins.
- 9) Dust partitions, tops of mirrors, and frames.
- 10) Remove splash marks from walls around basins.
- 11) Wet mop and rinse restroom floors with disinfectant.

Services To Be Performed Weekly

Lobby, Hallways, Break Rooms, Conference Rooms, Dispatch, Community Relations, Gym, Stairwells, Muster Room, Locker Rooms, Kitchen

- 1) Dust all vertical surfaces of desk, file cabinets, chairs, tables, other furniture, and furnishings. Damp wipe as needed.
- 2) Dust baseboards, and ledges. Damp wipe as needed.
- 3) Vacuum all carpeting and carpet mats.
- 4) Damp mop all hard surface floors.

Services To Be Performed Monthly

Lobby, Hallways, Break Rooms, Conference Rooms, Dispatch, Community Relations, Gym, Stairwells, Muster Room, Locker Rooms, Kitchen

- 1) Accomplish all high dusting up to 12 feet, not reached in above-mentioned cleaning. (Task must be accomplished without the use of a ladder)

PRICING SCHEDULE

The serviced areas mentioned on the previous pages will be cleaned according to the cleaning schedule for a minimum monthly charge of:

MAINTENANCE- THREE TIMES PER WEEK

THREE THOUSAND SIX HUNDRED FIFTY DOLLARS (\$3650.00) PER MONTH

Contract Date is from December 1st, 2023 through September 31st, 2024.

HH Cleaning Services LLC is locally based and licensed by Forrest County to do business in Hattiesburg. HH Cleaning Services LLC is fully insured and has been proudly serving the Pine Belt since 2017.

DUNS # 066333114

Paula Henderson

Owner

11/08/2023

**MOLLY MAID™**

a neighborly company

SERVICE ESTIMATE

**You'll Love Coming Home
To A Clean House
Guaranteed!**

CUSTOMER: City of Hattiesburg Police H. PHONE: 601-554-3620 B. PHONE: _____
 STREET: 701 James St. DIRECTIONS: _____
 CITY: Hattiesburg ZIP CODE: 39401
 ESTIMATE DATE AND TIME: 11/2023
 REFERRED BY: _____ EMAIL: Ch Valente Hunt
vhunt@hattiesburg.ms.com
slondon@hattiesburg.ms.com

LEVEL ROOM**INSTRUCTIONS**

LEVEL	ROOM	INSTRUCTIONS
1		According to Specifications for Cleaning Building
2		"
3		"

3 Nights a week.Delivery Date: December 1, 2023Price Expiration: November 30, 2024Total Bid Price: \$98,280⁰⁰

SPECIAL INSTRUCTIONS: _____

Debra L. Wallace

PETS: _____

11-17-2023

PREFERRED SERVICE DAY: M T W TH F START DATE: _____

KEY RECEIVED: ☐

INITIAL CLEANING: _____

SERVICE FREQUENCY SERVICE FEE: TAX: TOTAL:

monthly \$1,190⁰⁰ + _____ = _____
 + _____ = _____

Warranty: If you are not completely satisfied and your account is paid in full, then just inform us by the end of the next business day and we will cheerfully re-clean the area. Re-cleaning areas, as provided under this warranty, is your only remedy.

AT YOUR SERVICE, _____

Debra L. Wallace
ESTIMATOR601-544-3166
PHONE

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2400976

ITEM JANITORIAL CLEANING OF MUNICIPAL COURT

BID #1

WINNING BID

COMPANY PRECIOUS TATE JASPER

BID

AMOUNT \$15,300.00

BID #2

COMPANY JANI-KING SOUTHEAST MISSISSIPPI

BID

AMOUNT \$15,840.00

BID #3

COMPANY MOLLY MAID

BID

AMOUNT \$27,552.00

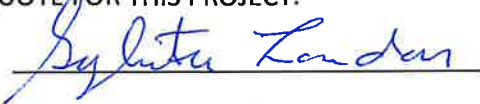
BID #4

COMPANY _____

BID

AMOUNT \$98,280.00

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Ship To 1003
#1 GOVERNMENT PLAZA
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2024

Page 1 of 1

Purchase Order Number **02400976**
Purchase Order Date **12/01/2023**
Department **CITY COURT**

FID 64-6000432

Vendor 50404
PRECIOUS TATE JASPER
90 WOODRIDGE
PURVIS, MS 39475

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	HEAVENLYCLEANING85@GMAIL.COM	50404	2400910	Corita Burks	

NOTES

CLEANING OF MUNICIPAL COURT/TWO QUOTE PENDING
EMAIL INVOICE TO CBURKS@HATTIESBURGMS.COM AND PMCSWAIN@HATTIESBURGMS.COM.

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TWO QUOTE FOR PROFESSIONAL CLEANING SERVICE GL #: 001015 - 604900	1.0000	EACH	\$15,300.0000	\$15,300.00

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

City Clerk

Total Ext. Price \$15,300.00
Purchase Order Total **\$15,300.00**

Heavenly Cleaning LLC

90 Woodridge
Purvis, MS. 39475
(601)692-5173
Heavenlycleaning85@gmail.com

City of Hattiesburg Municipal Court Final Bid Proposal

November 14, 2023

Overview

Commercial janitorial cleaning 3x per week. Heavenly Cleaning LLC has performed walkthrough and reviewed all janitorial specifications list and has full understanding of what is expected each service.

Copy of Original Bid Proposal

It was a pleasure to meet and walkthrough your beautiful facility and building. Thank you greatly for considering our company to assist with your janitorial and cleaning maintenance.

Heavenly Cleaning LLC would like to offer a quote/bid of \$1275.00 monthly which we are flexible and able to negotiate in best interest that we can be of your service. We are also able to provide references from other commercial clients we work with. If Heavenly Cleaning LLC's bid is accepted, our company is available to start the 3 times weekly cleanings ASAP. Please let me know if you need anything further and I will be glad to assist you

Final Total Bid Price- \$1275.00 monthly

Delivery Date- November 14, 2023

Price Expiration- As Contract is Renewed Yearly or upon commercial client discretion



2

Signature-Precious Jasper

Signed Precious Jasper

Company Owner-

Precious Jasper

HeavenlyCleaning LLC

601-692-5173

heavenlycleaning85@gmail.com



Heavenly
Cleaning
LLC



**Jani-King of SE
Mississippi**
22 Millbranch Road
Suite 710
Hattiesburg, MS 39402
(601) 579-4984



Regional Support Centers

Alexandria • Baton Rouge
Gulfport • Daphne
Flowood • Hattiesburg • Houma
Lafayette • Metairie • Monroe
Montgomery • Pensacola
Ponchatoula • Shreveport

Franchise Locations

Abbeville • Addis • Albany
Alexandria • Ama • Amite
Arnaudville • Ashford • Baker
Bassfield • Baton Rouge • Biloxi
Bossier City • Brandon
Breau Bridge • Brookhaven
Broussard • Bush • Byram • Cankton
Cantonment • Carencro • Carriere
Chicksaw • Clanton • Columbus
Covington • Crystal Springs
D'Iberville • Daphne
Denham Springs • Destrehan
Donaldsonville • Duson • Eight Mile
Elba • Enterprise • Ethel • Fairhope
Florence • Foley • French Settlement
Geismar • Gonzales • Grady • Gray
Greenville • Greenwell Springs
Gretna • Gulfport • Hammond
Harahan • Harvey • Hattiesburg
Hayneville • Holt • Houma • Irvington
Jackson • Jonesboro • Kenner
Kentwood • Kilgore • LaCombe
Lafayette • Lake Charles • LaPlace
Lexington • Longview • Louisville
Lucedale • Luling • Lusher
Lynn Haven • Madison • Magee
Marksville • Marrero • Maurepas
McComb • Meridian • Metairie
Milton • Minden • Mobile • Monroe
Montgomery • Morgan City
Moss Point • Mount Olive
Natalbany • New Iberia
New Orleans • Ocean Springs
Panama City • Pass Christian
Patterson • Pearl • Pensacola
Perkinston • Petal • Picayunne
Pike Road • Pine Apple • Pineville
Ponchatoula • Prairieville • Prattville
Prichard • Purvis • Ragley • Raleigh
Reserve • Ridgeland • River Ridge
Saraland • Saucier • Schriever
Scott • Semmes • Shreveport
Slidell • St. Bernard • St. Francisville
St. Martinville • St. Rose • Sumral
Sunshine • Tallahassee • Terry
Terrytown • Theodore • Thibodaux
Thomaston • Tickfaw • Vacherie
Vancleave • Vicksburg
Wake Village • Walker • Ward
Washington • Waveland
West Monroe • Wetumpka
Woodworth • Youngstown
Youngsville • Zachary

Greg McKinney
Regional Director

November 15, 2023

Philip McSwain

Janiking of Southeast MS
22 Millbranch Road
Hattiesburg, MS 39402

Dear Philip McSwain,

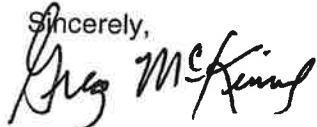
I am writing to confirm that I, Gregory McKinney, am an authorized buyer for Janiking of Southeast MS. I have been granted the authority to make purchasing decisions on behalf of our organization.

The term of this Agreement shall be for ONE (1) year from the date services are scheduled to begin.

Please do not hesitate to contact me if you require any further information or documentation to verify my status as an authorized buyer for Janiking of Southeast MS.

Thank you for your attention to this matter.

Sincerely,

 11/15/23

Greg McKinney
Regional Director
Jani-King Southeast Mississippi
Office: (601) 579-4984
Cell: (601) 966-2763

Jani-King of SE Mississippi
22 Millbranch Road
Suite 710
Hattiesburg, MS 39402
(601) 579-4984



Delivery Date November 15, 2023

Regional Support Centers

Alexandria • Baton Rouge
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Lexington • Longview • Louisville
Lucedale • Luling • Lusher
Lynn Haven • Madison • Magee
Marksville • Marrero • Maurepas
McComb • Meridian • Metairie
Milton • Minden • Mobile • Monroe
Montgomery • Morgan City
Moss Point • Mount Olive
Natalbany • New Iberia
New Orleans • Ocean Springs
Panama City • Pass Christian
Patterson • Pearl • Pensacola
Perkinston • Petal • Picayunne
Pike Road • Pine Apple • Pineville
Ponchatoula • Prairieville • Prattville
Prichard • Purvis • Ragley • Raleigh
Reserve • Ridgeland • River Ridge
Saraland • Saucier • Schriever
Scott • Semmes • Shreveport
Slidell • St. Bernard • St. Francisville
St. Martinville • St. Rose • Sumral
Sunshine • Tallahassee • Terry
Terrytown • Theodore • Thibodaux
Thomaston • Tickfaw • Vacherie
Vancleave • Vicksburg
Wake Village • Walker • Ward
Washington • Waveland
West Monroe • Wetumpka
Woodworth • Youngstown
Youngsville • Zachary

Mr. Phillip Mcswain Jr
Court Administrator
HATTIESBURG MUNICIPAL COURT
1 Government Rd
Hattiesburg MS 39401

Dear Mr. Mcswain Jr:

Thank you very much for the time and interest you have afforded me concerning the janitorial needs for your facility. Jani-King appreciates this opportunity and enclosed is our completed proposal for a professionally operated cleaning program along with the cleaning schedule.

Most companies change cleaning services about **every 18 months** which shows a high degree of dissatisfaction; not to mention the wasted time securing proposals from cleaning companies that over-promise and under-deliver. Our proposal will show you how partnering with Jani-King will solve your cleaning problems and bring an end to this frustrating cycle once and for all.

Each Jani-King representative is fully covered by an insurance program that protects you in several ways. The Commercial Cleaning Employee Dishonesty Policy, General Liability, and Workers' Compensation coverage provides protection to our customers for claims due to loss of property or personal injuries that are the result of actions by Jani-King personnel.

Please do not hesitate to call for any additional information you may deem necessary in assessing our proposal. I may be reached at (601) 579-4984.

Trusting we may be of service,

Greg McKinney

Greg McKinney
Regional Director
Jani-King of SE Mississippi



GENERAL PROCEDURES

I. SUPERVISION

- A. Jani-King authorized franchisee will stay in close contact with the customer's management concerning all work performed
- B. All franchisee personnel will be trained and supervised to perform to the best of their ability in order to accomplish the cleaning you deserve.
- C. All franchisee personnel will be checked regularly as to performance and ability to maintain Jani-King standards.

II. WAGE SCALE

- A. All franchisees are required to pay their employees no less than the minimum scale as required by federal law.
- B. Work hours, workweek, job methods, procedures, pay periods, and pay scale will be thoroughly explained by our franchisees to their employees.

III. SECURITY PROCEDURES AND INSURANCE

- A. A personnel file is set up and maintained on all employees of authorized franchisees.
- B. Franchisees and their employees will work closely with customer's management regarding to the use of acceptable personnel.
- C. Franchisees will check to make sure that the building is properly secured before leaving the building.
- D. Jani-King will provide all necessary insurance and bonds on all of franchisee's employees.



JANI-KING FRANCHISE CONCEPT

Jani-King is an international company currently operating in 100 cities across the United States, Canada, Great Britain, Singapore, Turkey, Brazil, Mexico and Australia. Since 1969, our unique program has provided quality janitorial services for thousands of customers nationwide.

At Jani-King, we know that the quality of service your facility receives is, for the most part, determined by the motivation of the custodian on the job site. This is why we operate through a network of qualified Jani-King franchisees.

Our franchisees perform on the job because they have the motivation and incentive to clean your building professionally. A financial investment into a business of their own and personal commitment to the success of that business ensures that Jani-King franchisees have a genuine concern for a job-well-done. What more concern could you possibly have on the job when the owner of the service company is either doing the work himself or closely supervising his employees?

A key to any successful company is its personnel, and that is why Jani-King puts a qualified and motivated Jani-King franchisee in your facility. The pride this individual takes in caring for his customers will be evident to you in the cleanliness of your working environment.

Backing our franchisees in their efforts, the Jani-King Regional Office Support Personnel will ensure our high cleaning standards. We make sure that our franchisees have the training, personnel, equipment, insurance and most importantly, the customer service support necessary to provide your company with on-going quality janitorial services.

At Jani-King, consistent service is accomplished through a communication program consisting of Past Performance Evaluations, Memo Pads, and Inspection Reports. In addition, our customer service representatives will be in contact with you and will always be abreast of the cleaning needs of your facility.

The Jani-King motto is "The Performance People." Our extensive list of client references will attest that Jani-King franchisees live up to our motto.

JANI-KING® MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is made as of the Effective Date below by and between **ENMON ENTERPRISES, LLC d/b/a Jani-King of SE Mississippi ("JANI-KING")** and **HATTIESBURG MUNICIPAL COURT ("CLIENT")**.

WHEREAS:

- **JANI-KING** is the franchisor of commercial cleaning and maintenance businesses; and businesses that provide operational services to our commercial customers.
- **JANI-KING** is in the business of providing commercial cleaning and maintenance services and operational services through its authorized franchisees.
- **CLIENT** desires of the services of **JANI-KING** for the purpose of keeping its premises properly cleaned as outlined in the Cleaning Schedule; and,
- **JANI-KING** through its authorized franchisee agrees to provide such services to **CLIENT**;

THEREFORE, in consideration of the mutual covenants and obligations set out in this Agreement, the parties hereby agree as follows:

1. PERFORMANCE OF SERVICES

1.1. Performance of the services scheduled shall begin on _____
[DATE]

1.2. The term of this Agreement shall be for one (1) year from the date services are scheduled to begin.

1.3. The services shall be performed at the following location:

**HATTIESBURG MUNICIPAL COURT
1 Government Rd
Hattiesburg MS 39401
Serviceable Square Footage: 7,333**

1.4. The premises making up the working area under this Agreement will be known further as the "Named Areas", which are further defined in the Cleaning Schedule attached hereto and by specific reference made a part of this Agreement.

1.5. **JANI-KING** agrees to have its authorized franchisee service the Named Areas as scheduled THREE (3) times per week.

1.6. **JANI-KING's** authorized franchisee will furnish all equipment, tools, and cleaning supplies, necessary for the performance of its duties. The duties being to maintain the Named Areas in a neat, clean and orderly condition as outlined in the Cleaning Schedule attached hereto and by specific reference made a part of this Agreement. **CLIENT** warrants that the premises to be serviced are free of asbestos, hazardous materials and hazardous waste materials. **CLIENT** hereby agrees to hold **JANI-KING** and its authorized franchise owners and employees harmless and indemnify them from any and all liability resulting from any exposure of **JANI-KING's** personnel, to asbestos, or hazardous or harmful materials.

2. PAYMENT OF SERVICES

- 2.1. **CLIENT** agrees to pay to **JANI-KING** each month the minimum monthly charge stated in the Pricing Schedule, attached hereto and made a part hereof, on or before the last day of each month in which services are rendered. Additionally, **CLIENT** also agrees to pay any sales or use tax levied by a taxing authority on the value of the services provided or supplies purchased. **CLIENT** agrees that all payments due and owing **JANI-KING**, for any reason, shall be properly credited only when delivered to the following address:

JANI-KING Gulf Coast Region
300 NE I-55 Service Road
Ponchatoula, LA 70454-3309

- 2.2. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for those holidays. Any other credits issued to **CLIENT** by Jani-King shall be calculated using a per clean/missed clean cost for basic services, not including floor care or other services.
- 2.3. From time to time, as the parties may agree, the amount to be paid by **CLIENT** may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount or frequency of service to be rendered. Such modifications shall be binding only if in writing, signed by both parties. In the event mutual agreement relating to frequency of service, type of service, space serviced or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.
- 2.4. It is expressly agreed that the total minimum sum stated in the Pricing Schedule may be increased annually by **JANI-KING** by a percentage amount not to exceed the annual increase of the Consumer Price Index as most recently published by the US Bureau of Labor Statistics.
- 2.5. In the event payment for services is not received within thirty (30) days from the date such payment is due, **JANI-KING** may suspend services to **CLIENT** until such payment is received. Suspension of services by **JANI-KING** under this Section shall not deprive **JANI-KING** of any of its remedies or actions against **CLIENT** for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any **JANI-KING** rights.

ACCOUNTS PAYABLE INFORMATION (TO BE COMPLETED BY CLIENT)

A/P CONTACT _____ BILLING ADDRESS _____
PHONE _____ CITY, STATE, ZIP _____
E-MAIL _____

PAYMENT METHOD

☐ CHECK
BY MAIL

☐ AUTO
DRAFT

☐ CUSTOMER INITIATED
ELECTRONIC FUNDS TRANSFER

3. INDEPENDENT BUSINESS RELATIONSHIP

- 3.1. It is expressly agreed that the authorized **JANI-KING** franchisee who has been designated by **JANI-KING** for this Agreement, will select and designate all personnel to perform **JANI-KING's** and the franchisee's obligations under this Agreement.
- 3.2. Authorized **JANI-KING** franchisees and any of its personnel are not employees of **CLIENT** but are independent contractors; and in this regard, such **JANI-KING** authorized franchisees and their employees will not be within the protection or coverage of **CLIENT's** workers' compensation insurance and no withholding of social security, federal or state income tax or other deductions shall be made from the sums agreed to be paid to **JANI-KING** herein, the same being contract payments and not wages.

- 3.3. **CLIENT** agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, that **CLIENT** will not employ any employees, agents, representatives or franchisees of **JANI-KING** or any employees of **JANI-KING** franchisees without the express written consent of **JANI-KING**. **JANI-KING** agrees that during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ any employees, agents or representatives of **CLIENT** without the express written consent of **CLIENT**. **CLIENT** further understands and acknowledges that **JANI-KING** is a franchisor of commercial cleaning and maintenance services and that a non-competition agreement exists between **JANI-KING** and its designated franchisee.

4. TERM, RENEWAL AND TERMINATION

- 4.1. The term of this Agreement shall be for one (1) year from the date services are scheduled to begin, as stated in Section 1.1, and shall be automatically extended and renewed for the same terms and conditions, unless: (a) **CLIENT** shall give written notice, as described herein, of termination at least thirty (30) days prior to expiration of the term; or (b) **JANI-KING** shall give thirty (30) days written notice to terminate at any time during this Agreement. If timely notice is given by **CLIENT** for termination, this Agreement shall expire at midnight of the last day of the term. Otherwise, this Agreement may only be terminated by **CLIENT** for non-performance as set out below.
- 4.2. Non-performance is defined as the failure, neglect or refusal to perform any act stipulated under this agreement or as outlined in the Cleaning Schedule attached. Before any termination for non-performance is effective, **CLIENT** must give **JANI-KING** written notice, as described herein, specifying in detail the nature of any defect or failure in performance. Upon the date of receipt of notice of non-performance, **JANI-KING**, at its election, shall have thirty (30) days in which to cure the defect in performance to the reasonable satisfaction of **CLIENT**. In the event the defect is not satisfactorily cured at the end of the thirtieth (30th) day from the date of receipt of such notice, **CLIENT** shall provide written notification, as described herein, to **JANI-KING** of the failure to satisfactorily cure the defect. This Agreement shall then terminate thirty (30) days from the date of the second notice. In the event the notice of the failure to satisfactorily cure the defect is not received within fifteen-15 days of the expiration of the thirty-30 day cure period, all deficiencies will be deemed cured.
- 4.3. In the event **CLIENT** terminates this Agreement for any reason other than non-performance, as described above, **CLIENT** agrees to pay, as stipulated damages, an amount equal to twenty-five (25%) percent of the minimum monthly charge stated in the Pricing Schedule, multiplied by the number of months remaining in the term of this Agreement or in any extension or renewal thereof.
- 4.4. All notices between **CLIENT** and **JANI-KING** shall be in writing. Any notice shall be deemed duly given if such notice is deposited, postpaid and certified, return-receipt requested with the United States Postal Service to the address as stated in Section 2.1 herein for **JANI-KING** or to the address stated on the signature page of this Agreement for **CLIENT**. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of such change. Time is of the essence for all notices required under the terms of this Agreement.

5. GENERAL PROVISIONS

- 5.1. In the event it becomes necessary for **JANI-KING** to institute suit against **CLIENT** to secure or protect its rights or to collect any sums due under this Agreement, **JANI-KING** shall be entitled to all associated costs of the suit, including reasonable attorney's fees.
- 5.2. The terms of this Agreement shall be binding upon and inure to the benefit of **JANI-KING** and **CLIENT** and their respective heirs, representatives, successors and assigns, except as otherwise herein provided.
- 5.3. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
- 5.4. Jurisdiction and venue for any suit brought on this Agreement shall be in the county or parish where the **JANI-KING** regional office is located.

- 5.5. Both parties agree that they have fully reviewed and discussed the terms of this Agreement, and all attachments, and acknowledge that the terms reflect the entire Agreement of the parties pertaining to its subject matter and it supersedes all prior or contemporaneous agreements, representations and understandings of the parties.
- 5.6. Any changes or modification to this Agreement must be in writing, signed by both parties and attached hereto.
- 5.7. In the event any section, subsection, provision or clause of this Agreement or any combination thereof is found to be unenforceable at law, in equity or under any presently existing or hereafter enacted legislation, regulation, or order of the United States, any state or subdivision thereof or any municipality, those findings shall not, in any way, affect any other part of this Agreement which shall continue in full force and effect, and the unenforceable provision shall be interpreted in a manner that imposes the maximum restriction or obligation permitted by law.
- 5.8. If the service includes disinfection for any reason, including prevention or elimination of communicable disease or other specific pathogens, **JANI-KING** will apply products in accordance with manufacturer's specifications, but **JANI-KING** DOES NOT WARRANT OR REPRESENT THAT THE SERVICE WILL PREVENT ANY PERSON FROM BECOMING SICK OR CONTRACTING ANY INFECTION OR DISEASE NOR HAS **JANI-KING** INDEPENDENTLY VERIFIED THE EFFECTIVENESS OF SUCH SPECIFICATIONS. **CLIENT** specifically waives and releases any liability for damages to electronics, furniture, or other items based on damage allegedly caused by **JANI-KING** in performing the requested services, as such damages are an inherent risk to such scope of work, specifications and necessary cleaning procedures. Client consents to the use of EPA approved chemicals selected by JANI-KING for cleaning COVID-19.
- 5.9. The undersigned individual owner, officer, agent, member or employee of **CLIENT**, who is authorized signatory below, hereby guarantees the payment to **JANI-KING** of the minimum monthly charges in the attached Pricing Schedule and the payment of all other amounts that become payable under the terms of this Agreement. Said individual acknowledges that without this guaranty of payment, **JANI-KING** would not enter into this Agreement.
- 5.10. A copy of this Maintenance Agreement shall be treated as an original and may be used in lieu of the original document for all purposes.
- 5.11. This Maintenance Agreement supersedes any other contract or negotiations, commitments, agreements (written or oral) and writings between Jani-King and Client with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation, commitment, agreement or writing will have no further rights or obligations thereunder. Jani-King and the Client agree that they are governed by the terms and conditions of this Maintenance Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of _____ [DATE].

HATTIESBURG MUNICIPAL COURT
1 Government Rd
Hattiesburg MS 39401

ENMON ENTERPRISES, LLC
d/b/a Jani-King of SE Mississippi
22 Millbranch Road Suite 710
Hattiesburg, MS 39402

Authorized Signature

JANI-KING Representative Signature
Greg McKinney, Regional Director

Full Name

Title

CLEANING SCHEDULE

NAMED AREAS:

A.	LOBBY, COURT ROOM, JUDGE CHAMBER, BREAKROOM, HALLS, CUBICAL
B.	RESTROOMS

I. DAILY CLEANING

A. LOBBY, COURT ROOM, JUDGE CHAMBER, BREAKROOM, HALLS, CUBICAL

1. All trash receptacles to be emptied and trash removed to a collection point. Replace liner and damp wipe receptacle if soil is present. (Liners to be furnished by **CLIENT**.)
2. Vacuum all carpeting, including carpet mats, in traffic lanes. (**JANI-KING** is not responsible for removal of staples in carpets.)
3. Clean and polish drinking fountain/water dispenser.
4. Thoroughly dust all horizontal surfaces: including desktops, telephones, files, windowsills, chairs, tables, pictures and all manner of furnishing in above named areas. Damp wipe as needed, if soil is present.
5. Kitchen/Break room Areas: Damp wipe tables, chairs, counter, exterior of appliances, and sink. Check walls and cabinets for splash/spill marks and remove as necessary.
6. Dust mop hard surface floors with a non-treated dust mop.
7. Damp mop hard surface floors to remove any spillage or soiled areas.
8. Damp wipe entrance metal and finger marks on entrance glass.
9. Spot clean partition glass.
10. Use commercial grade cleaning products and color-coded microfiber cloths for proper sanitation.

B. RESTROOMS

1. Stock towels, tissue, and hand soap. (To be supplied by **CLIENT**.)
2. Empty sanitary napkin receptacles and damp wipe with disinfectant.
3. Empty trash receptacles and wipe if needed.
4. Clean and polish mirrors.
5. Wipe towel cabinet covers, dispensers, and changing tables (if applicable).
6. Toilets and urinals to be cleaned and disinfected inside and out. Polish bright work.
7. Toilet seats to be cleaned on both sides and disinfected.
8. Scour and disinfect all basins. Polish bright work.
9. Dust partitions, tops of mirrors and frames.
10. Remove splash marks from walls around basins.
11. Wet mop and rinse restroom floors with disinfectant.
12. Use a high co-efficient disinfectant on all restroom surfaces and color-coded microfiber cloths for proper sanitation.

II. WEEKLY CLEANING

A. LOBBY, COURT ROOM, JUDGE CHAMBER, BREAKROOM, HALLS, CUBICAL

1. Dust all vertical surfaces of desk, file cabinets, chairs, tables, other furniture and furnishings. Damp wipe as needed, if soil is present.
2. Dust baseboards and ledges. Damp wipe as needed, if soil is present.
3. Vacuum all carpeting and carpet mats, taking care to get into corners, along edges, under mats, and beneath furniture.
4. Damp mop hard surface floors, taking care to get into corners, along edges, under mats, and beneath furniture.
5. Use commercial grade cleaning products and color-coded microfiber cloths for proper sanitation.

III. MONTHLY CLEANING

A. LOBBY, COURT ROOM, JUDGE CHAMBER, BREAKROOM, HALLS, CUBICAL

1. Accomplish all high dusting up to 12 feet, not reached in the above-mentioned cleaning. (Task must be accomplished without use of a ladder.)
2. Remove fingerprints and marks from around light switches and doorframes using color coded microfiber cloth and disinfectant.
3. Damp wipe telephones using a disinfectant.

PRICING SCHEDULE*

HATTIESBURG MUNICIPAL COURT
1 Government Rd
Hattiesburg MS 39401

The Named Areas will be serviced according to the Cleaning Schedule
for a minimum monthly charge of:
(Tax Not Included – Florida & Texas Only)

Price Expires After a Year.

Total Bid Price : \$15,840.00

PROGRAM

INITIAL ALL
THAT APPLY

MAINTENANCE

THREE (3) Times Per Week
ONE THOUSAND THREE HUNDRED TWENTY DOLLARS
\$1,320.00 Per Month

TOTAL \$1,320.00 Per Month

*The total monthly charge represents your only cost and is inclusive of: all labor; all supervision; all materials for cleaning; all equipment for cleaning; and, all payroll, payroll taxes, insurance, etc.



SUPPLEMENTAL SERVICES

Being a fully committed facility partner means being there when you need us most. In addition to the services outlined in your Cleaning Schedule, **JANI-KING** also provides a host of **Supplemental Services** when requested. Below are examples of additional Requested Cleans available to HATTIESBURG MUNICIPAL COURT that can be performed for an additional fee should the need arise.

HARD SURFACE FLOOR & CARPET CARE SERVICES

Carpet Extraction	Strip & Wax
Carpet Bonnet	Ceramic Tile Scrub
Burnishing	Grout Restoration
Top-Scrub & Re-Coat	Stone Care Program

GENERAL CLEANING & PROJECT SERVICES

Day Porter Services	Facility Maintenance
Window Cleaning	General Grounds Services
Pressure Washing	Water Restoration
Construction Clean-Up	Minor Repair & Maintenance

SPECIALTY SERVICES

Disaster Response	Green Programs
Emergency Management	Recycling Implementation
Temporary Staffing	Pest Control
Mold Remediation	Asset Management



OTHER SERVICES

- A. Defective or inoperative building equipment shall be brought to the attention of **CLIENT** such as:
- leakage or plumbing problem.
 - defective lights or lighting.
 - door and/or gates not properly secured.
 - other unusual circumstances which might affect the security, maintenance, or effectiveness of the facility.
- B. A Teflon-type carpet protector will be applied, upon request, for an additional fee.
- C. An anti-static material will be applied to all carpeting, upon request, for an additional fee.
- D. Care will be exercised so that baseboards, wall and furniture will not be splashed, marred, disfigured, or damaged during these or any other scheduled operations.
- E. Janitor closets, equipment, and materials shall be kept in a neat, clean, and orderly condition at all times.
- F. Any emergency cleaning accomplished for a nominal fee.



REFERENCES

SOUTHEAST MISSISSIPPI

VENTURE CHURCH
4142 Lincoln Road
Hattiesburg, MS 39402
(601) 544-0100
Jeff May
Began Servicing: 2010

GREAT AMERICAN RV
7696 US Hwy 49 N
Hattiesburg, MS 39402
(225) 567-4424
Danny Brown
Began Servicing: 2021

KEESLER FEDERAL CREDIT UNION
1119 Evely Grandy Parkway
Petal, MS 39465
(601) 388-5500 Ext 6316
Mark Watkins
Began Servicing: 2018

LAUREL SURGERY & ENDOSCOPY
1710 West 12th Street
Laurel, MS 39440
(601) 369-2021
Meredith Baker
Began Servicing: 2015

MERIDIAN VA CBOC
2103 13th Street
Meridian, MS 39301
(601) 482-3275
Robbi Broadhead
Began Servicing: 2010

LAUREL-JONES COUNTY LIBRARY
530 Commerce Street
Laurel, MS 39440
(601) 428-4313 Ext. 103
Carolyn Russell
Began Servicing 2012

PEARL RIVER VALLEY ELECTRIC
1422 Hwy 13 North
Columbia, MS 39429
(601) 731-7701
Dana Monk
Began Servicing: 2015



ABOUT OUR INSURANCE

We enclose a copy of our certificate of insurance that reflects the types and limits of coverage we carry to protect our customers and ourselves from potential loss. There are several specialized coverages that are included for our mutual protection that deserve special mention:

1. **Care, Custody & Control Coverage** - This important form of protection is excluded from most standard general liability policies. It provides protection against damage to property that our employees may be directly working on and for which we may be held legally liable.
2. **Extended Property Damage** - This coverage redefines property damage to include theft and mysterious disappearance for which we are legally liable, i.e., we throw out important papers or neglect to lock the premises after we have completed our night's work, etc.
3. **Lost Key Coverage** - If we have the legal responsibility for a master key for a building and it is lost or misplaced, this provides coverage to have the building totally re-keyed, if necessary.
4. **Third Party Fidelity Bonding** - This provides protection in the event that one of our employees steals from you. There must be conclusive proof; but, once that is established, the bond will respond to our legal responsibility.

We were able to obtain these unique coverages by purchasing our insurance under a plan specifically designed for the members of the building service contracting industry. This program has been underwritten by Liberty Mutual Insurance and Travelers Insurance and is tailored to meet the industry's needs.

**MOLLY MAID**

a neighborly company

SERVICE ESTIMATE

You'll Love Coming Home
To A Clean House
Guaranteed!

CUSTOMER: City of Hattiesburg Municipal Court H. PHONE: _____ B. PHONE: _____STREET: 701 James St. DIRECTIONS: _____CITY: Hattiesburg ZIP CODE: 39401ESTIMATE DATE AND TIME: 11/6/2023REFERRED BY: _____ EMAIL: slondon@hattiesburg.ms.comLEVEL ROOMINSTRUCTIONSDelivery Date — December 1, 2023Price Expiration — November 30, 2024Total Bid Price — \$27,552⁰⁰

Thanks,
Debra L. Wallace
11-14-2023

SPECIAL INSTRUCTIONS: _____

PETS: _____

PREFERRED SERVICE DAY: M T W TH F START DATE: _____ KEY RECEIVED: ☐

INITIAL CLEANING: _____

SERVICE FREQUENCY SERVICE FEE: TAX: TOTAL:

Monthly \$2,296⁰⁰ + _____ = _____
+ _____ = _____

Warranty: If you are not completely satisfied and your account is paid in full, then just inform us by the end of the next business day and we will cheerfully re-clean the area. Re-cleaning areas, as provided under this warranty, is your only remedy.

AT YOUR SERVICE, Debra L. Wallace
ESTIMATOR601-544-3166
PHONE

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OO# 2401038

ITEM BARRACUDA EMAIL PROTECTION

BID #1

WINNING BID

COMPANY METRIX SOLUTIONS

BID

AMOUNT \$13,982.50

BID #2

COMPANY BARRACUDA

BID

AMOUNT \$16,320.00

BID #3

COMPANY _____

BID

AMOUNT _____

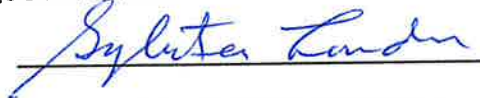
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Ship To 1002
200 Forrest St - 1st Floor
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2024

Page 1 of 1

Purchase Order Number **02401038**
Purchase Order Date **12/06/2023**
Department **INFORMATION TECHNOLOGY**

FID 64-6000432

Vendor 3583
METRIX SOLUTIONS
1888 MAIN STREET, STE C #117
MADISON, MS 39110

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	LIZBURLESON@PILEUM.COM	3583	2400989	Sherry Brown	

NOTES

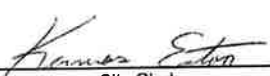
TWO QUOTE - BARRACUDE EMAIL PROTECTION - IT DEPT
Email invoice to sbrown@hattiesburgms.com

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	BARRACUDA EMAIL PROTECTION - EMAIL GATEWAY DEFENSE - PER USER - 12 MONTHS GL #: 001091 - 636500	425.0000	EACH	\$32.9000	\$13,982.50

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

Total Ext. Price \$13,982.50

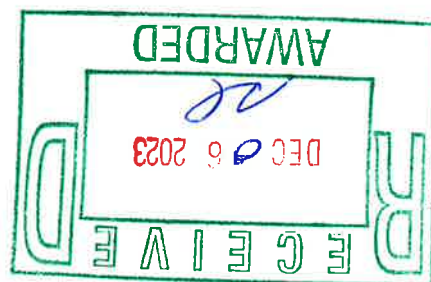
Purchase Order Total **\$13,982.50**


City Clerk

Products

Item	Description	Price	Qty	Ext. Price
Coverage from December 20, 2023 until December 19, 2024				
BEO001a	Barracuda Cloud Account SN# 1861339	\$0.00	1	\$0.00
EP-EGD-Usr-1M	Email Protection - Email Gateway Defense - Per User - 12 Months SN# 1861339	\$32.90	425	\$13,982.50

Subtotal: **\$13,982.50**



190 E. Capitol Street Suite 175
Jackson, MS 39211
www.metrixsolutions.com
6013522120



COH - Barracuda Renewal - Expires 12-19-2023 - 2023-10-5

Prepared by:

Metrix Solutions

Keeley Wilkinson

601-863-0086

Fax

keeleywilkinson@pileum.com

Prepared for:

City of Hattiesburg

200 Forrest Street

Hattiesburg, MS 39401

Robert Friend

rfriend@hattiesburgms.com

(601) 545-4561

Quote Information:

Quote #: 060011

Version: 2

Delivery Date: 11/21/2023

Expiration Date: 12/19/2023

Quote Summary

Description	Amount
Products	\$13,982.50

Total: **\$13,982.50**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date

END USER QUOTE

Q-1149708

TOTAL

USD 16,320.00

END USER

City of Hattiesburg
Robert Friend
200 Forrest St
Hattiesburg, Mississippi, 39401-3451
United States

BILL TO

Metrix Solutions LLC
Accounts Payable
190 E CAPITOL ST STE 175
JACKSON, Mississippi, 39201-2163
United States

PREPARED BY

Curtis Zanone

DATE

2023-08-21

TERM START DATE

2023-12-20

EXPIRES

2023-12-19

SHIP TO

City of Hattiesburg
Robert Friend
200 FORREST STREET-1ST FLOOR
HATTIESBURG, Mississippi, 39401
United States

PART #	PART DESCRIPTION	LIST UNIT PRICE	TERM QTY**	EXT LIST UNIT PRICE	QTY	EXT LIST PRICE	TOTAL LIST DISC %	EXT FINAL PRICE
BEO001a	Barracuda Cloud Account SN# 1861339	\$0.00		\$0.00	1	\$0.00	0%	\$0.00
EP-EGD-Usr-1M	Email Protection, Email Gateway Defense, per User, 1 Month SN# 1861339 20-Dec-2023 - 19-Dec-2024 New Subscription	\$3.20	12	\$38.40	425	\$16,320.00	0%	\$16,320.00
TOTAL								\$16,320.00

FREE TRIALS

Start protecting your business now. Get started for free.
Visit <https://www.barracuda.com>



END USER QUOTE

Q-1149708

TOTAL

USD 16,320.00

Thank you for your interest in our products and/or services. If you have any questions or concerns about this quotation, please do not hesitate to contact us.

Sincerely,

Curtis Zanone

czanone@barracuda.com

* The subscription start date above is estimated and the subscription will commence at time of fulfillment by Barracuda. Subscriptions are charged in minimum increments of one month. Unless otherwise indicated, payment for all orders is due net 30 days from date of invoice. Prices do not include charges for which Customer is responsible which will be added to the invoice including sales, use, withholding, value added, and any other taxes imposed by any governmental entity and all freight, handling, duties, import, export or other charges associated with shipment and delivery of the product.

** Co-Term subscription pricing will be charged in minimum increments of one month regardless of whether the difference between existing end date and the co-term end date is less than one month. Any partial usage during a month is calculated as a full month.

Terms & Conditions

- Credit Card payment or Net 30 days with approved or credit card guarantee.
- Prices listed above do not include certain charges for which Customer is responsible and which will be added to the invoice including all sales, use, withholding, value added, and any other taxes imposed by any federal, state, provincial or local governmental entity or any other governmental entity, and all freight, handling, duties, import, export or other charges associated with shipment and delivery of the product.
- Products and services are provided to end users pursuant to Barracuda Networks' Terms and Conditions located at <https://www.barracuda.com/legal/customer-purchase-terms>. No preprinted or additional terms on any other documents apply. Reseller's relationship with Barracuda is governed solely by the terms of Barracuda's Reseller Agreement.
- Renewal pricing will be based off Barracuda's standard reseller discount, excluding the additional promotional discount. The additional promotional discount only applies to the initial order for the customer.

FREE TRIALS

Start protecting your business now. Get started for free.
Visit <https://www.barracuda.com>





We have prepared a quote for you

COH - Barracuda Renewal - Expires 12-19-2023 - 2023-10-5

Quote # 060011
Version 2

Prepared for:

City of Hattiesburg

Robert Friend
rfriend@hattiesburgms.com

END USER QUOTE

Q-1149708

TOTAL

USD 16,320.00

END USER

City of Hattiesburg
Robert Friend
200 Forrest St
Hattiesburg, Mississippi, 39401-3451
United States

BILL TO

Metrix Solutions LLC
Accounts Payable
190 E CAPITOL ST STE 175
JACKSON, Mississippi, 39201-2163
United States

PREPARED BY

Curtis Zanone

DATE

2023-08-21

TERM START DATE

2023-12-20

EXPIRES

2023-12-19

SHIP TO

City of Hattiesburg
Robert Friend
200 FORREST STREET-1ST FLOOR
HATTIESBURG, Mississippi, 39401
United States

PART #	PART DESCRIPTION	LIST UNIT PRICE	TERM QTY**	EXT LIST UNIT PRICE	QTY	EXT LIST PRICE	TOTAL LIST DISC %	EXT FINAL PRICE
BEO001a	Barracuda Cloud Account SN# 1861339	\$0.00		\$0.00	1	\$0.00	0%	\$0.00
EP-EGD-Usr-1M	Email Protection, Email Gateway Defense, per User, 1 Month SN# 1861339 20-Dec-2023 - 19-Dec-2024 New Subscription	\$3.20	12	\$38.40	425	\$16,320.00	0%	\$16,320.00
TOTAL								\$16,320.00

FREE TRIALS

Start protecting your business now. Get started for free.
Visit <https://www.barracuda.com>



END USER QUOTE

Q-1149708

TOTAL

USD 16,320.00

Thank you for your interest in our products and/or services. If you have any questions or concerns about this quotation, please do not hesitate to contact us.

Sincerely,

Curtis Zanone

czanone@barracuda.com

* The subscription start date above is estimated and the subscription will commence at time of fulfillment by Barracuda. Subscriptions are charged in minimum increments of one month. Unless otherwise indicated, payment for all orders is due net 30 days from date of invoice. Prices do not include charges for which Customer is responsible which will be added to the invoice including sales, use, withholding, value added, and any other taxes imposed by any governmental entity and all freight, handling, duties, import, export or other charges associated with shipment and delivery of the product.

** Co-Term subscription pricing will be charged in minimum increments of one month regardless of whether the difference between existing end date and the co-term end date is less than one month. Any partial usage during a month is calculated as a full month.

Terms & Conditions

- Credit Card payment or Net 30 days with approved or credit card guarantee.
- Prices listed above do not include certain charges for which Customer is responsible and which will be added to the invoice including all sales, use, withholding, value added, and any other taxes imposed by any federal, state, provincial or local governmental entity or any other governmental entity, and all freight, handling, duties, import, export or other charges associated with shipment and delivery of the product.
- Products and services are provided to end users pursuant to Barracuda Networks' Terms and Conditions located at <https://www.barracuda.com/legal/customer-purchase-terms>. No preprinted or additional terms on any other documents apply. Reseller's relationship with Barracuda is governed solely by the terms of Barracuda's Reseller Agreement.
- Renewal pricing will be based off Barracuda's standard reseller discount, excluding the additional promotional discount. The additional promotional discount only applies to the initial order for the customer.

FREE TRIALS

Start protecting your business now. Get started for free.

Visit <https://www.barracuda.com>



CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2401062

ITEM 12 FT. BATWING FOLDING CUTTER

BID #1

WINNING BID

COMPANY PARISH TRACTOR

BID

AMOUNT \$17,299.00

BID #2

COMPANY WINDHAM TRACTOR AND IMPLEMENT COMPANY

BID

AMOUNT \$17,699.00

BID #3

COMPANY _____

BID

AMOUNT _____

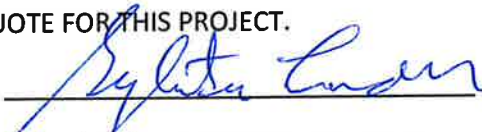
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Ship To 1012
1202 James St
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2024

Page 1 of 1

Purchase Order Number **02401062**
Purchase Order Date **12/08/2023**
Department **STREET DIVISION**

FID 64-6000432

Vendor 3843
PARISH TRACTOR
7065 HWY 49
HATTIESBURG, MS 39402

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	BHINKLE@PARISHTRACTOR.COM	3843	2401007	Teresa Evans	

NOTES

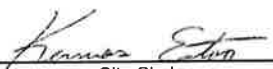
12ft BATWING FOLDING CUTTER MB# PENDING

Please Invoice to tevens@hattiesburgms.com

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	LAND PRIDE RC2512-F 12FT BATWING FOLDING CUTTER GL #: 001201 - 739900	1.0000	EACH	\$17,299.0000	\$17,299.00

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

Total Ext. Price \$17,299.00
Purchase Order Total **\$17,299.00**


City Clerk

PARISH TRACTOR

7065 U.S. Highway 49
Hattiesburg, MS 39402
Phone: (601) 261-2670

Ship To: public works

Invoice To: CITY OF HATTIESBURG PURCH
P. O. BOX 1898
HATTIESBURG MS 39403

Branch 02 - HATTIESBURG		
Date 12/06/2023	Time 11:32:54 (O)	Page 1
Account No CITYO016	Phone No 6015454646	Est No 01 Q02357
Ship Via		Purchase Order
Tax ID No GOVT		
MICHAEL BARNES		Salesperson MB

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 01/05/2024 Amount

Stock #: E004120 Serial #: 2203194 17299.00

New LP RC2512-2

New LAND PRIDE RC2512-2 12FT BATWING FOLDING CUTTER

Authorization: _____

Sale Total: 17299.00
Subtotal: 17299.00
Quote Total: 17299.00



Title and risk of loss passes to Purchaser at Seller's location as of the date hereof. Purchaser is responsible for making arrangement for transfer of purchased items, which may include use of an affiliate trucking company of the Seller pursuant to a separate contract with said company. Parts can not be returned for a refund after 30 days. A 15% restocking fee will be incurred by the Purchaser for any special order returns. No electrical components can be returned. In the event of a payment method provided to the Seller with insufficient funds, a \$40 fee will be incurred by the Purchaser. If a Purchaser has been granted credit by the Seller, payment terms are net 30. A \$20 penalty will be incurred by the Purchaser monthly for any past due balances, in addition to interest being accrued on any past due balance at 1.5% per month.

Thank You For Your Business!



Windham Tractor and Implement Company

592 East Main Street
Philadelphia, MS 39350
601-656-2761 Fax 601-656-5653
email - wintrac@bellsouth.net

Kubota.

SOLD TO				
Name		QUOTE		
Address		City of Hattiesburg.		
County				
Phone				
DATE		INVOICE NUMBER		CUSTOMER NUMBER
12/07/23				SALESMAN
				AW
STOCK NUMBER	MODEL NUMBER	SERIAL NUMBER	DESCRIPTION	PRICE
	RC2512-2		12' LAND PRIDE ROTARY CUTTER	\$17,699.00
Less Trade Ins				
Retail	Farm	No Tax	SUBTOTAL	\$17,699.00
		\$17,699.00	TOTAL TAX	
7% Tax	1.5% Tax		DOWNPAYMENT	
			TOTAL AMOUNT DUE	\$17,699.00
Payment Method		Signature X <i>Andrew Windham</i>		

CUSTOMER COPY

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2401064

ITEM ROBOTIC FIELD PAINTER

BID #1

WINNING BID

COMPANY INTELLIGENT MARKING USA, INC

BID

AMOUNT \$62,700.00

BID #2

COMPANY US SPECIALATY COATING

BID

AMOUNT \$72,000.00

BID #3

COMPANY _____

BID

AMOUNT _____

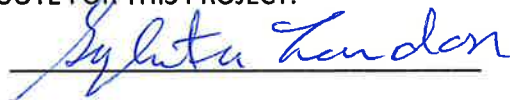
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Ship To 1008
139 Parkway Blvd.
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2024

Page 1 of 1

Purchase Order Number **02401064**
Purchase Order Date 12/08/2023
Department PARKS & REC MAINT DIV

FID 64-6000432

Vendor 50395
INTELLIGENT MARKING USA, INC
8790 F STREET SUITE 830
OMAHA, NE 68127

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	HUNTER.PRATT@TURFTANK.COM	50395	2401011	Akira Lewis	

NOTES

P&R REC MAINT-TWO QUOTE ROBOTIC FIELD PAINTER

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	ROBOTIC FIELD PAINTER TO INCLUDE DELIVERY, SETUP, AND IMPLEMENTATION. SPECIFICATIONS LISTED IN THE ATTACHED BID MUST BE PROVIDED. DELIVERY CAN BE SETUP WITH TODD HAWKINS 7692996909 GL #: 002300 - 733500	1.0000	EACH	\$62,700.0000	\$62,700.00

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

City Clerk

Total Ext. Price \$62,700.00

Purchase Order Total \$62,700.00



TURF TANK®

[MS] Hattiesburg Parks and Recreation – Pro Outright

Quote created: April 25, 2023 Reference: 20230425-170606449

[MS] Hattiesburg Parks and Recreation

315 Conti St
Hattiesburg, MS 39401
United States

Todd Hawkins

toddhawkins3@gmail.com
601-307-6959

Comments

Customer Care Plan is included in Year One and available annually at \$4,999/year.

Hunter Pratt – Gulf Coast Regional Territory Manager Turf Tank



Products & Services

US – Turf Tank Pro Package – Outright Purchase

1 x \$61,000.00

Includes:

- GPS Paint Robot + GPS Package (Includes Android Tablet)
- Continuous Software Improvements
- Free Form Text Creation
- Customized Logo Creation (Available Late 2022)
- Standard Geometry Package
- Extended Geometry Package
- Paint: \$3,000 Allotment of Paint (White)
- (3) Robot Batteries
- Customer Support: 24/7 Monday-Sunday
- Hardware Warranty Program: Full (Includes Consumables)
- Paint System Service Kit: (Includes: 1-Solenoid, 1-Pump, 1- Suction rod assembly, 1- tubing set.)
- (2) 5.5 Gallon Paint Container for Robot
- (2) 2.5 Gallon Empty Paint Containers
- Customized Robot Wrapping
- (2) Maintenance & Training Visits/Per Year
- Courtesy Robot (If necessary)

US – Turf Tank Pro Package – Upfront Implementation Cost

1 x \$1,700.00

Includes:

- Configuration & Shipping of Robot
- Secure Inventory & Lock in Installation Date
- Product Training & Online Resources

US – Turf Tank Pro Package – Customer Care Plan

1 x \$4,999.00 / year

Includes:

- Customer Support: 24/7 Monday-Sunday
 - Hardware Warranty: Full (Includes Consumables)
 - Continuous Software Improvements
 - \$3,000 Allotment of Paint (White)
-

Annual subtotal	\$4,999.00
One-time subtotal	\$62,700.00
Customer Care Plan Year One Discount	(\$4,999.00)
Total	\$62,700.00

Signature

Signature

Date

Printed name



This quote expires on December 31, 2023

Purchase terms

<u>Invoice Type</u>	<u>Invoice Details</u>
Implementation Fee Invoice	Implementation Fee Invoice must be paid prior to the shipment and installation of the robot. The invoice for Implementation Fee should be available within 24 hours after the contract has been signed and returned. The invoice will be emailed to the billing contact on file and will be from billing@turftank.com .
First Invoice	First Invoice will be emailed and made available within 24 hours after the robot has been shipped. Payment will be due at the installation and training of the robot. The invoice will be emailed to the billing contact on file and will be from billing@turftank.com .

***Sales Tax is not included in the above quote. If you are not tax-exempt you will be subject to sales tax on your invoices. If you are tax-exempt, we will need to collect and validate your tax-exempt certificate.

Questions? Contact me



Hunter Pratt

Gulf Coast Regional Territory Manager

hunter.pratt@turftank.com

+12254089450

Turf Tank

3330 Cobb Parkway NW Suite 324-380

Acworth GA 30101

United States



1000 McFarland 400 Blvd. | Alpharetta, GA 30004 www.usscproducts.com

toll-free: 800-278-7473 office: 770-740-8123 fax: 770-740-8125

QUOTE

Date	QUOTE #
12/6/2023	39491

Name / Address
Hattiesburg Parks & Recreation Accounts Payable 315 Conti St Hattiesburg, MS 39401

Ship To
Hattiesburg Parks & Recreation Todd Hawkins 601-307-6959 315 Conti St Hattiesburg, MS 39401

Terms	Rep	Processed By
Net 30		Larry

Item	Description	Qty	U/M	Rate	Total
MISC	PRO PURCHASE INTELLIGENT ONE TURK TANK ROBOT W/ PAINT CONTRACT YEARLY - INCLUDES DELIVERY AND SETUP	1	ea	70,000.00	70,000.00T
MISC	IMPLEMENTATION FEE	1	ea	2,000.00	2,000.00T
DELIVERY	SPECIAL DELIVERED PRICE			0.00	0.00T
				Subtotal	\$72,000.00
				Sales Tax (0.0%)	\$0.00
				Total	\$72,000.00

Direct from the Manufacturer. Our commitment at USSC is to produce the BEST PAINT at the BEST PRICE. Above quote Valid for 30 days. Please feel free to call if you have any questions. We look forward to earning your BUSINESS. THANKS!

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

QQ# 2401065

ITEM UTILITY TRACTOR

BID #1

WINNING BID

COMPANY BEARD EQUIPMENT CO

BID

AMOUNT \$31,335.00

BID #2

COMPANY STOTZ EQUIPMENT

BID

AMOUNT \$31,993.00

BID #3

COMPANY _____

BID

AMOUNT _____

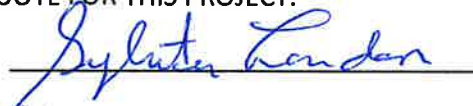
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Ship To 1008
139 Parkway Blvd.
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2024

Page 1 of 1

Purchase Order Number **02401065**

Purchase Order Date **12/08/2023**

Department **PARKS & REC MAINT DIV**

FID 64-6000432

Vendor 2222
BEARD EQUIPMENT CO
2480 EAST I65 SERVICE ROAD,
NORTH
MOBILE, AL 36617

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	BROUNDSVILLE@BEARDEQUIPM ENT.COM	2222	2401009	Ricshonda Roberts	

NOTES

PR REC MAINT-EQUIP TWO QUOTE TRACTOR MB # PENDING

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	5060E UTILITY TRACTOR POWERTECH ENGINE GL #: 002300 - 733500	1.0000	EACH	\$31,335.0000	\$31,335.00

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

City Clerk

Total Ext. Price \$31,335.00

Purchase Order Total \$31,335.00



MAYOR
Toby Barker

COUNCIL - WARD ONE

Jeffrey George

COUNCIL - WARD TWO

Deborah Denard Delgado

COUNCIL - WARD THREE

Carter Carroll

COUNCIL - WARD FOUR

Dave Ware

COUNCIL - WARD FIVE

Nicholas Brown

TO: Beard Equipment Company (broundsaville@beardequipment.com)

FROM: CITY OF HATTIESBURG

RE: BID REQUEST

DATE: 12/5/2023

This is a request to bid on the following

1. 5060E Utility Tractor: PowerTech Engine, Tier4 Engine, 50 Gross HP, 40PTO HP, Rear SCV Hydraulics Remotes, 9F/3R SyncShuttle Transmission. Tractor must include the following specifications:
 - a. 1363-9F/3R SyncShuttle Transmission
 - b. 1799- Less Loader Prep
 - c. 2000- Open Operator
 - d. 3310- Rear SCV
 - e. 3402- Hydraulic Mid Valve
 - f. 5113- R3 Turf Rear Tires
 - g. 6020- 2WD
 - h. 6103-R3 Turf Front Tires
 - i. LVB25334- Canopy
 - j. BSJ10341- Canopy Brackets



Total Price: \$_31,335.00_

PLEASE RETURN THIS BID BY 5:00M 12/8/2023 TO SLONDON@HATTIESBURGMS.COM

Vendor Signature: _____



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: Andy Means (Ameans@stotzeq.com)

FROM: CITY OF HATTIESBURG

RE: BID REQUEST

DATE: 12/5/2023

This is a request to bid on the following

1. 5060E Utility Tractor: PowerTech Engine, Tier4 Engine, 50 Gross HP, 40PTO HP, Rear SCV Hydraulics Remotes, 9F/3R SyncShuttle Transmission. Tractor must include the following specifications:
 - a. 1363-9F/3R SyncShuttle Transmission
 - b. 1799- Less Loader Prep
 - c. 2000- Open Operator
 - d. 3310- Rear SCV
 - e. 3402- Hydraulic Mid Valve
 - f. 5113- R3 Turf Rear Tires
 - g. 6020- 2WD
 - h. 6103-R3 Turf Front Tires
 - i. LVB25334- Canopy
 - j. BSJ10341- Canopy Brackets

Total Price: \$ 31,993.00

PLEASE RETURN THIS BID BY 5:00PM 12/8/2023 TO SLONDON@HATTIESBURGMS.COM

Vendor Signature:

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2401066

ITEM USED TRIM MOWER

BID #1

WINNING BID

COMPANY BEARD EQUIPMENT CO

BID

AMOUNT \$32,000.00

BID #2

COMPANY STOTZ EQUIPMENT

BID

AMOUNT \$34,323.00

BID #3

COMPANY _____

BID

AMOUNT _____

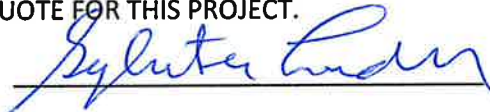
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Ship To 1008
139 Parkway Blvd.
Hattiesburg, MS 39401

Vendor 2222
BEARD EQUIPMENT CO
2480 EAST I65 SERVICE ROAD,
NORTH
MOBILE, AL 36617

Purchase Order

Fiscal Year 2024 Page 1 of 1

Purchase Order Number **02401066**
Purchase Order Date **12/08/2023**
Department **PARKS & REC MAINT DIV**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	BROUNDSVILLE@BEARDEQUIPMENT.COM	2222	2401012	Akira Lewis	

NOTES

P&R REC MAINT- EQUIP TWO QUOTE FOR USED TRIM MOWER

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TIER 4 ENGINE COMPLIANT 23 GROSS HP LIQUID COOLED TURBO CHARGED DIESEL ENGINE 3WD HYDROSTATIC DRIVE POWER STEERING 84" WIDTH CUTTING WIDTH WITH A 300-400 HR RANGE GL #: 002300 - 733500	1.0000	EACH	\$32,000.0000	\$32,000.00

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

City Clerk

Total Ext. Price \$32,000.00
Purchase Order Total **\$32,000.00**



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: Beard Equipment (brounsaville@beardequipment.com)

FROM: City of Hattiesburg

RE: Bid Request

DATE: 12/6/2023

This is a request to bid on a USED Trim and Surrounds Mower with the following specifications:

- Tier 4 Engine Compliant, 23 Gross HP Liquid Cooled Turbo Charged Diesel Engine, 3WD, Hydrostatic Drive, Power steering, 84" Width Cutting Width with a 300-400 Hour range.

Total Price: 32,000.00

PLEASE RETURN THIS BID BY 5:00PM ON 12/8/23 TO SLONDON@HATTIESBURGMS.COM

Vendor Signature:

Brook Brounsaville
Brook Brounsaville





MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: STOTZ (ameans@stotzeq.com)

FROM: City of Hattiesburg

RE: Bid Request

DATE: 12/6/2023

This is a request to bid on a USED Trim and Surrounds Mower with the following specifications:

- Tier 4 Engine Compliant, 23 Gross HP Liquid Cooled Turbo Charged Diesel Engine, 3WD, Hydrostatic Drive, Power steering, 84" Width Cutting Width with a 300-400 Hour range.

Total Price: \$ 34,323.00

PLEASE RETURN THIS BID BY 5:00PM ON 12/8/23 TO SLONDON@HATTIESBURGMS.COM

Vendor Signature:

A handwritten signature in black ink, appearing to be "J. L. Smith", is written over a horizontal line.

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2401071

ITEM PRECISION CUT FAIRWAY MOWER

BID #1

WINNING BID

COMPANY BEARD EQUIPMENT CO

BID

AMOUNT \$51,000.00

BID #2

COMPANY STOTZ EQUIPMENT

BID

AMOUNT \$53,318.00

BID #3

COMPANY _____

BID

AMOUNT _____

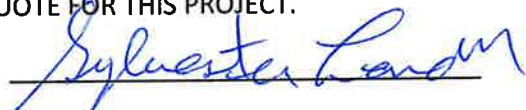
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Ship To 1008
139 Parkway Blvd.
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2024

Page 1 of 1

Purchase Order Number **02401071**
Purchase Order Date **12/08/2023**
Department **PARKS & REC MAINT DIV**

FID 64-6000432

Vendor 2222
BEARD EQUIPMENT CO
2480 EAST I65 SERVICE ROAD,
NORTH
MOBILE, AL 36617

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	BROUNDSVILLE@BEARDEQUIPMENT.COM	2222	2401018	Akira Lewis	

NOTES

PR REC MAINT-MOWER MB PENDING 2 QUOTE

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	USED PRECISION CUT FAIRWAY MOWER AS SPECIFIED IN ATTACHED BID SHEET GL #: 002300 - 733500	1.0000	EACH	\$51,000.0000	\$51,000.00

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


City Clerk

Total Ext. Price \$51,000.00

Purchase Order Total \$51,000.00



MAYOR
Toby Barker

COUNCIL - WARD ONE

Jeffrey George

COUNCIL - WARD TWO

Deborah Denard Delgado

COUNCIL - WARD THREE

Carter Carroll

COUNCIL - WARD FOUR

Dave Ware

COUNCIL - WARD FIVE

Nicholas Brown

TO: Beard Equipment (brounsaville@beardequipment.com)

FROM: City of Hattiesburg

RE: Bid Request

DATE: 12/6/2023

This is a request to bid on a USED Precision Cut Fairway Mower with the following specifications:

- 41.6 Gross HP Three Cylinder Turbo Diesel Engine, Tier 4 Diesel Engine, eHydro Electronic Controlled, 2WD, Power Steering, 100" Cutting Width, 0.375" to 3" Height of Cut, Deluxe Seat w/Armrests, Electric over Hydraulic Reel Lift, Tilt Steering Wheel, Backslapping Valve with a 200-400 Hour range.

Total Price: 51,000.00

PLEASE RETURN THIS BID BY 5:00PM ON 12/8/23 TO SLONDON@HATTIESBURGMS.COM

Vendor Signature:

Broderick Brounsaville
Broderick Brounsaville





MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: STOTZ (ameans@stotzeq.com)

FROM: City of Hattiesburg

RE: Bid Request

DATE: 12/6/2023

This is a request to bid on a USED Precision Cut Fairway Mower with the following specifications:

- 41.6 Gross HP Three Cylinder Turbo Diesel Engine, Tier 4 Diesel Engine, eHydro Electronic Controlled, 2WD, Power Steering, 100" Cutting Width, 0.375" to 3" Height of Cut, Deluxe Seat w/Armrests, Electric over Hydraulic Reel Lift, Tilt Steering Wheel, Backslapping Valve with a 200-400 Hour range.

Total Price: \$ 53,318.00

PLEASE RETURN THIS BID BY 5:00PM ON 12/8/23 TO SLONDON@HATTIESBURGMS.COM

Vendor Signature:

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2401093

ITEM STAGE FOR COH USAGE

BID #1

WINNING BID

COMPANY STAGERIGHT CORPORATION

BID

AMOUNT \$23,445.00

BID #2

COMPANY WENGER CORPORATION

BID

AMOUNT \$30,308.40

BID #3

COMPANY _____

BID

AMOUNT _____

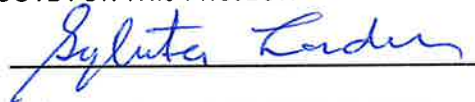
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2024

Page 1 of 2

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

Ship To 1013
125 Walnut St
Hattiesburg, MS 39401

Purchase Order Number **02401093**
Purchase Order Date 12/12/2023
Department CONSTRUCTION

FID 64-6000432

Vendor 50397
STAGERIGHT CORPORATION
495 PIONEER PARKWAY
CLARE, MI 48617-8813

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	WWW.STAGERIGHT.COM	50397	2401033	Cheryl Fluker	

NOTES

STAGE FOR COH USAGE/2 QUOTE/STAGERIGHT
PLEASE SEND INVOICE TO CFLUKER@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	DECK, 4'8", ALUMINUM FRAME W/BLACK TECHSTAGE, 0.095" SURFACE, MILL EDGE GL #: 001207 - 739900	18.0000	EACH	\$785.0000	\$14,130.00
2	Z-HD, 4/8", 32-40" GL #: 001207 - 739900	8.0000	EACH	\$380.0000	\$3,040.00
3	LOCATOR, ZHD DUAL GL #: 001207 - 739900	4.0000	EACH	\$30.0000	\$120.00
4	LOCATOR, MAJOR EVENT ARENA-STYLE & Z-HD DUAL/DUAL GL #: 001207 - 739900	2.0000	EACH	\$40.0000	\$80.00
5	LOCATOR, ARENA-STYLE QUAD/DIMPLED GL #: 001207 - 739900	8.0000	EACH	\$45.0000	\$360.00
6	LOCATOR, MAJOR EVENT ARENA-STYLE & Z-HD DUAL/QUAD GL #: 001207 - 739900	2.0000	EACH	\$55.0000	\$110.00
7	STAIR-FOLDING ADJUSTABLE 32"-40" 4STEP, REDESIGN ALUM. TREAD GL #: 001207 - 739900	2.0000	EACH	\$1,320.0000	\$2,640.00
8	SKIRT, 4'X32"-40" BLACK JANUS, CLIP ATTACHED SKIRT GL #: 001207 - 739900	2.0000	EACH	\$115.0000	\$230.00
9	SKIRT, 8'X32"-40" BLACK JANUS CLIP ATTACH GL #: 001207 - 739900	7.0000	EACH	\$145.0000	\$1,015.00
10	SHIPPING & FREIGHT GL #: 001207 - 739900	1.0000	EACH	\$1,300.0000	\$1,300.00
11	LOCATOR, ZHD DUAL	12.0000	EACH	\$35.0000	\$420.00

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

City Clerk

Total Ext. Price \$23,445.00
Purchase Order Total **\$23,445.00**

Purchase Order

Page 2 of 2

Purchase Order # 02401093

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
	GL #: 001207 - 739900	\$420.00			

Total Ext. Price \$23,445.00

Purchase Order Total \$23,445.00



495 Pioneer Parkway
Clare, MI 48617
Phone: 800-438-4499
Fax: 989-386-3500
www.stageright.com

Quote for City Of Hattiesburg
Quote: 18599
Revision: 2
Offer Valid Through: 12/30/23
Proposed by: Mitch Waite
Phone: (800) 438-4499
Email: mwaite@stageright.com

Quote Reference Number: 18599

Address Information

Bill To:

City Of Hattiesburg
125 Walnut Street
Hattiesburg, Mississippi 39401
United States

Ship To:

City Of Hattiesburg
125 Walnut Street
Hattiesburg, Mississippi 39401
United States

Contact Buying: Cheryl Fluker

Phone:

Email: cfluker@hattiesburgms.com

Contact Shipping: Cheryl Fluker

Phone:

Email: cfluker@hattiesburgms.com

Terms and Conditions

Payment Terms: Net 30 Days

City Of Hattiesburg - Z-HD Staging-100523

Products

Description	Part Number	Qty	Price	Ext Price
Deck, 4'x8', Aluminum Frame with Black TechStage, 0.095" Surface, Mill Edge	AF48MN2	18	\$785.00 USD	\$14,130.00 USD
Z-HD, 4' x 8', 32"-40"	311040	8	\$380.00 USD	\$3,040.00 USD
Locator, Major Event Arena-Style & Z-HD Single	314340	4	\$30.00 USD	\$120.00 USD
Locator, ZHD Dual	314345	12	\$35.00 USD	\$420.00 USD
Locator, Major Event Arena-Style & Z-HD Dual/Dual	314456	2	\$40.00 USD	\$80.00 USD
Locator, Arena-Style Quad/Dimpled	314455	8	\$45.00 USD	\$360.00 USD
Locator, Major Event Arena-Style & Z-HD Dual/Quad	314457	2	\$55.00 USD	\$110.00 USD
Stair - Folding Adjustable 32"-40" 4 Step, redesign alum. tread	360004	2	\$1,320.00 USD	\$2,640.00 USD
Skirt, 4'x32"-40" black janus, clip attached skirt	321451	2	\$115.00 USD	\$230.00 USD
Skirt, 8' x 32"-40" Black Janus Clip Attach	321440	7	\$145.00 USD	\$1,015.00 USD

Services

Description	Qty	Price	Ext Price
-------------	-----	-------	-----------

Additional Charges/Credits

Description	Qty	Price	Ext Price
Shipping & Freight	1	\$1,300.00 USD	\$1,300.00 USD

Alternates

Description	Part Number	Qty	Price	Ext Price
-------------	-------------	-----	-------	-----------

Products Total:	\$22,145.00 USD
Services Total:	\$0.00 USD
Additional Charges/Credits Total:	\$1,300.00 USD
Alternates Total:	\$0.00 USD
*Net Total:	\$23,445.00 USD

Quote Comments

Specific Terms

Quoted price does not include any State and/or Local Taxes unless specified in the quotation

*Quoted Net Total does not include Alternate items; Ask for a quote revision after approving or rejecting Alternates to see an updated Net Total
Within five business days from receipt of order, an order acknowledgement will be sent to confirm your order and provide a scheduled ship date. It will also contain important information regarding the processing and delivery of your order. Contact StageRight immediately if you do not receive your order confirmation.

Lead time is estimated and varies based on manufacturing capacity. Actual ship date will be determined at placement of order. Shipping rates are subject to change. Freight Terms: FOB Clare - MI

StageRight collects tax in the following states: AL AZ AR CA CO DC FL GA HI IN MA MI MN NE NV NJ NM NY PA TN TX WA WI

A tax exempt certificate must be provided at time of order placement or sales tax will be added to the order.

These can be forwarded to the following email address: taxexemptions@rogersgrp.com

All Labor and costs associated with docking, unloading, transferring or set up of the equipment and removal of debris are not included unless specified in the quotation

Configured parts or part numbers ending in '-Custom' will have a production suffix added to the part number upon sales order creation and may appear different on invoices

Visa - Mastercard - American Express and Discover Accepted

Order Authorization

Date

All rights reserved. Copyright Rogers Group, Inc.



Wenger Corporation
555 Park Drive
Owatonna, MN 55060-4940
United States



Phone: 507-455-4100
Fax: 507-455-4258

Quote Number: 3303985

StageTek Stage 24'w x 24'd x 24"h

QUOTE

Date: 12/01/2023
Page: 1 of 2
Cust #: 00280364

Quote To:

Cheryl Fluker
City of Hattiesburg
Construction Division
125 Walnut St
Hattiesburg MS 39401-3543
United States

Phone: 601-545-4552

Fax:

E-Mail: cfluker@hattiesburgms.com

Date: 12/1/2023
Expires: 12/31/2023
Reference:
Terms: Net 30 Days
Created By: Patty Kulla

Salesperson:

Anna Squire
Anna Squire

Phone: +1 (507) 774-8617

E-Mail: anna.squire@wengercorp.com

Quote Comments:

The supply chain has been experiencing disruption across many industries globally. At Wenger Corporation, our purchasing team is working with our suppliers to mitigate the impact of the disruptions. Freight quoted is for a one-time shipment. As a result, once orders are placed, delivery dates may change. Customer-requested split shipments will result in an additional freight charge.

We apologize for any inconvenience this may cause. We value your business and thank you for your patience during these unusual circumstances.

Wenger Corporation expressly incorporates by reference all of the terms and conditions as specified at: (www.wengercorp.com/terms-and-conditions.php) and makes them part of this quotation.

Current Lead Time: 4-6 weeks (Lead times are approximate based off the current date of the quote, this lead time is subject to change).

USD

Line	PartNum/Description	Qty	Net Price	Ext. Price
1.00	280A200.154 StageTek Rectangular Deck Cracked Ice 4'x8', Center Brace & Center Leg Pocket	18 EA	\$882.00	\$15,876.00
2.00	280B101.105 StageTek Fixed Leg 24" Elevation 5-Pack	18 EA	\$95.00	\$1,710.00
3.00	281A304 LEG STRAP, 45", 2 PK - FREE with each deck purchased	18 EA	\$0.00	\$0.00
4.00	281A340 STAGETEK, CONNECT, 2 LEG, RECT	34 EA	\$28.00	\$952.00
5.00	281C404.127 StageTek Standard Guardrail 8'	3 EA	\$266.00	\$798.00
6.00	281C404.121 StageTek Standard Guardrail 4'	10 EA	\$211.00	\$2,110.00

Wenger Corporation
555 Park Drive
Owatonna, MN 55060-4940
United States



Phone: 507-455-4100
Fax: 507-455-4258

Quote Number: 3303985

StageTek Stage 24'w x 24'd x 24'h

QUOTE

Date: 12/01/2023
Page: 2 of 2
Cust #: 00280364

7.00	281A100	2 EA	\$475.00	\$950.00
	StageTek 2-Step Stairway 16/24" With Rail			
8.00	011200270	12 EA	\$114.91	\$1,378.93
	Stage Skirting, Black, Wyndham, Accordion pleat, 96"L x 24"H (actual dimensions: 96"L x 23.0"H, 96" Velcro hook side included, DWG 011D702/Rev: 3			
9.00	011200271	4 EA	\$57.46	\$229.82
	Stage Skirting, Black, Wyndham, Accordion pleat, 48"L x 24"H (actual dimensions: 48"L x 23.0"H, 48" Velcro hook side included, DWG 011D702/Rev: 3			

z freight

10.00	Freight	1 EA	\$4,320.86	\$4,320.86
	Freight Services			

TAILGATE DELIVERY with STAGING:

Freight reflected in this quotation is for common carrier shipment with tailgate delivery. Tailgate delivery will require your staff to unload the truck, move the product into the building and complete any assembly or installation.

LIFTGATE DELIVERY NOT AVAILABLE FOR STAGING, See unloading recommendations.

DO YOU REQUIRE INSIDE DELIVERY OR INSTALLATION SERVICES?

If you do not have a loading dock or staff available to unload the products from the common carrier trailer, then contact your Wenger sales representative to discuss these delivery methods and to find out the additional charges.

If you are a tax-exempt organization and quote includes tax, please send a copy of your tax-exempt certificate and we will remove the sales tax. Thank you.

Lines Total	\$28,325.61
Total Taxes	\$1,982.79
Quote Total	\$30,308.40



Owatonna Office: Phone Worldwide Parts & Service 555 Park Drive, PO Box 448 Owatonna, MN 55060-0448
Syracuse Office: Phone Worldwide 7041 Interstate Island Road Syracuse, NY 13209-0713
Phone email 555 Park Drive, PO Box 448 Owatonna, MN 55060-0448

StageTek® Staging System

StageTek is a highly flexible design and can be used to accommodate many unique and custom applications. Please contact your Wenger Representative to discuss your needs.

System Description

- 280A200. Rectangular decks are available in the following sizes:

3' x 3' (914 x 914 mm): 37 lb (17 kg)

3' x 6' (914 x 1829 mm): 65 lb (29 kg)

3' x 8' (914 x 2438 mm): 87 lb (39 kg)

4' x 4' (1219 x 1219 mm): 59 lb (27 kg)

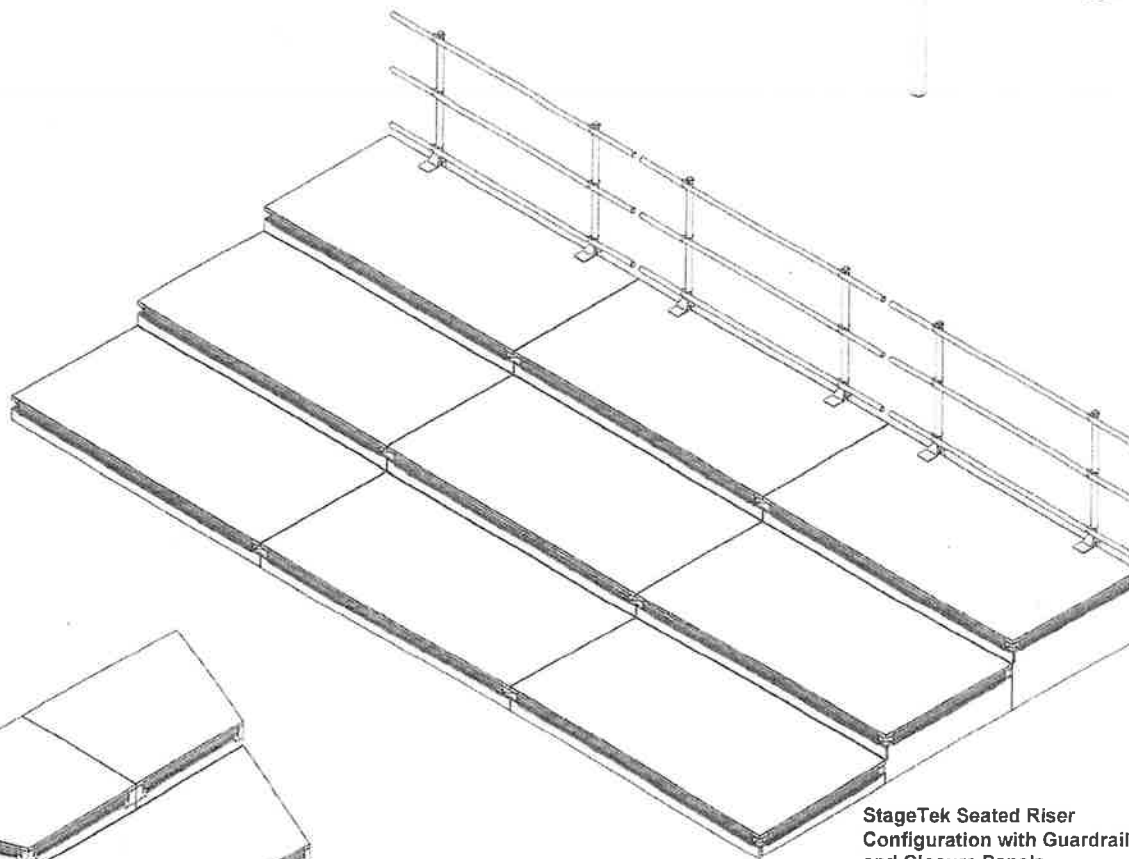
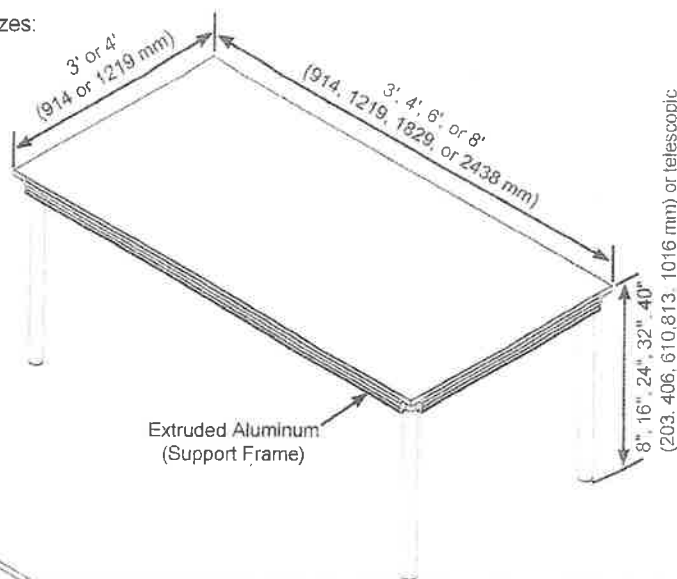
4' x 6' (1219 x 1829 mm): 85 lb (39 kg)

4' x 8' (1219 x 2438 mm): 107 lb (49 kg)

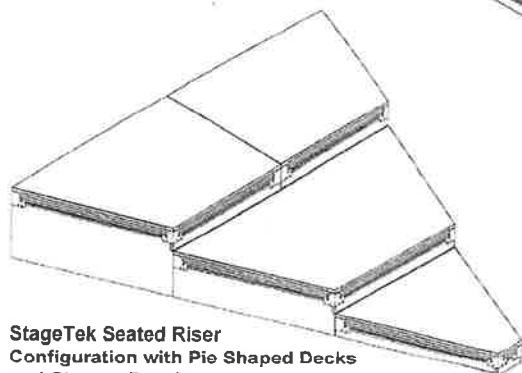
- Pie shaped and custom decks are available

- Five-year warranty

- Environmental attributes and LEED compliance for this product can be found at www.wengercorp.com/GREEN or by contacting your Wenger representative



StageTek Seated Riser Configuration with Guardrails and Closure Panels

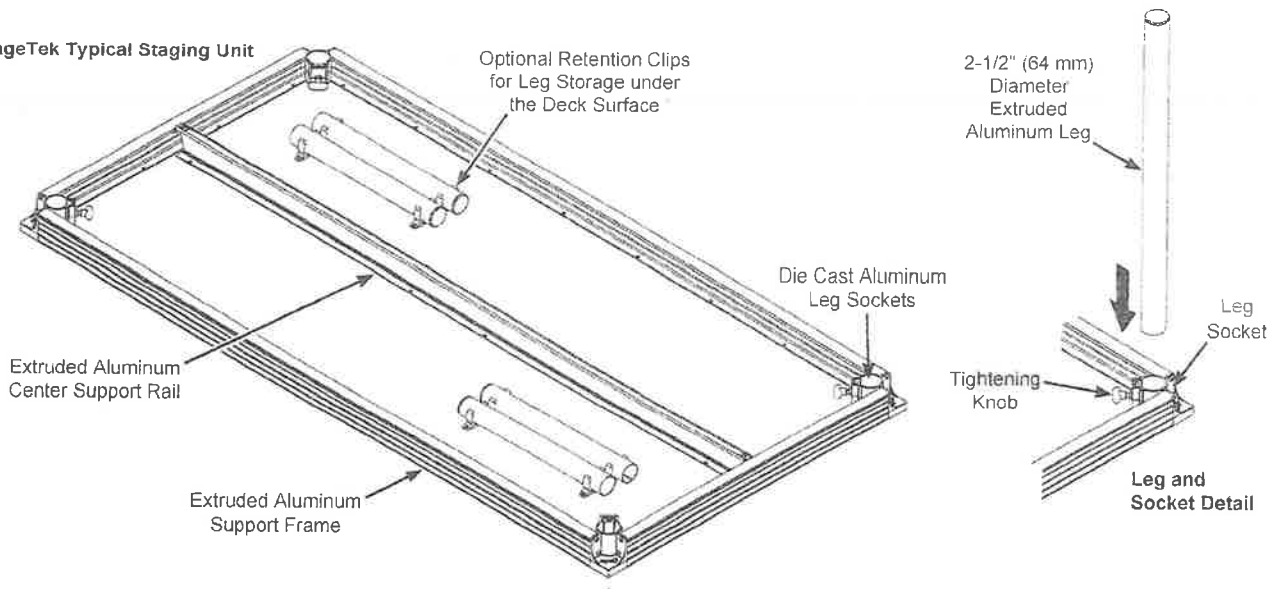


StageTek Seated Riser Configuration with Pie Shaped Decks and Closure Panels

Requirements

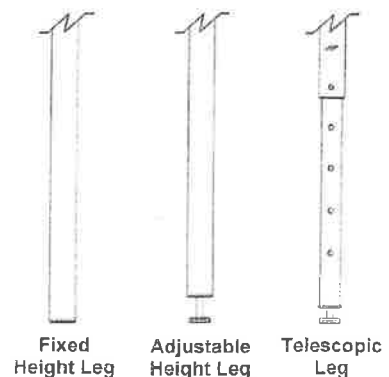
- Platform decks are 3/4" (19 mm) thick and constructed of Group I veneer plywood with a protective laminate on both sides
- Surface options:
 - Black Standard (Cracked Ice Polypropylene): A slip resistant overlay recommended for general multi-purpose
 - Black Versalite-Match (Moroccan): A slip resistant overlay that will match Wenger Versalite decks
 - Black Heavy-Duty (Quadriple): An aggressive textured overlay for applications requiring greater slip resistance
 - Natural Hardboard: A 1/2" (13 mm) plywood bonded between two faces of 1/8" (3 mm) tempered hard-ply
 - Carpeted: Manufacturer's standard grey carpet over a 5/8" (16 mm) plywood core (contact Wenger for a sample)
 - Carpet Ready: A 5/8" (16 mm) plywood core ready to receive carpet surface
- Dynamic impact loading: 10,000 cycles of 400 lb-force (181 kg-force) at six locations per 4' x 8' (1219 x 2438 mm) rectangular deck
- StageTek Load Ratings as measured on a 4' x 8' (1219 x 2438 mm) rectangular deck:
 - Standard Uniform Load: 125 lb/ft² (6 kN/m²)
 - Heavy-Duty Uniform Load: achieved with center leg or smaller decks, 200 lb/ft² (9.6 kN/m²)
 - Dynamic Live Load: Side load of 15% of total Uniform Live Load which equals 600 lb (2.7 kN) side load on a platform under a total Uniform Live Load of 4,000 lb (17.8 kN)
 - Point Load: 1,500 lb (6.7 kN) applied via 1" (25 mm) diameter pin
- Standard rectangular decks feature spaces under each platform unobstructed by folding frames or braces allowing for easy storage/stowage space under the system
- The frame and edging are fabricated from 4" (102 mm) thick aluminum extrusion
The extrusion is designed with a slight recess for hook and loop skirting attachment and also features notches hidden on the inside of the frame to accept accessory attachments
- An aluminum extrusion center support rail is featured on deck sizes 4' x 8' (1219 x 2438 mm), 4' x 6' (1219 x 1829 mm) and 3' x 8' (914 x 2438 mm)
- The frame is designed for safer, easier handling and features rounded contours ergonomically sized for a secure power grip (closed grip)
- Standard unit-to-unit connectors are 2" (51 mm) wide, heavy-duty hook-and-loop straps with a metal D-Ring
Two straps are provided with each rectangular deck to connect unit legs together

StageTek Typical Staging Unit



Leg Options

- Available leg options include Fixed Height, Adjustable Height and Telescopic
- Standard rectangular decks have four die cast aluminum leg sockets.
Legs are quickly secured with the rotation of the knob.
- Standard legs are fabricated from 2-1/2" (64 mm) diameter aluminum extrusions and are finished with non-marring cap
Available in lengths that result in the following deck heights:
8" (203 mm), 16" (406 mm), 24" (610 mm), 32" (813 mm) and 40" (1016 mm)
- Adjustable telescopic legs feature a threaded leveling foot finished with a rubber pad and non-rattling telescopic adjustment secured with a quick-release pin.
Available in lengths that result in the following deck heights:
16"-28" (406-711 mm), 24"-40" (610-1016 mm) and 30"-54" (762-1372 mm).
- Custom leg sizes are available

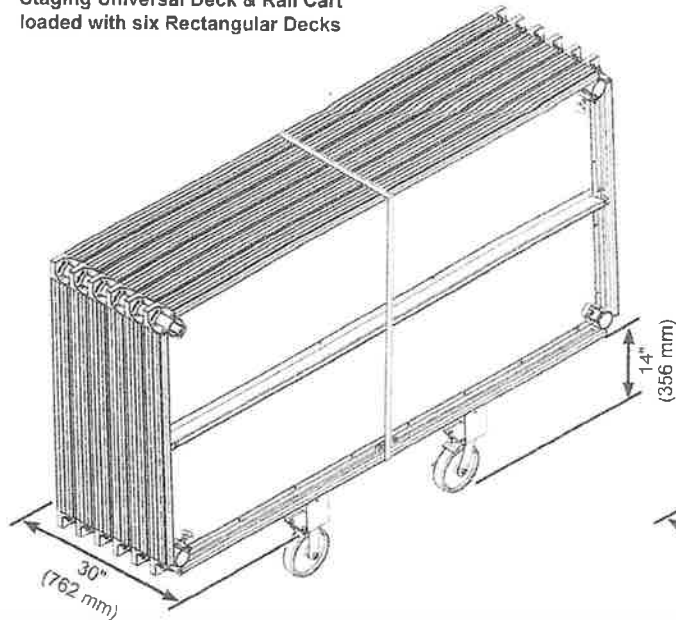


Accessories

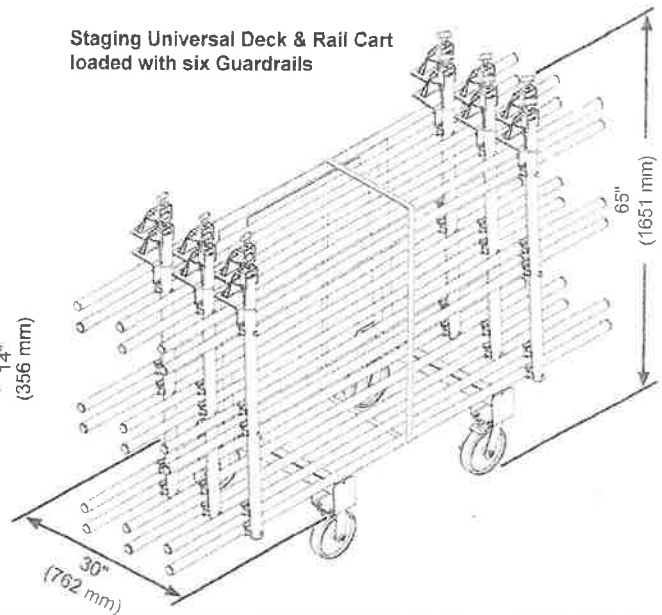
Staging Universal Deck & Rail Cart

- 113K001 85 lb (38 kg). Fits through a 32" (813 mm) door
- Holds six StageTek rectangular decks or six StageTek guardrails
- Decks and guardrails can be mixed on the same cart
- Ideal for non-rectangular units such as pie shapes used in seated risers and oversize units
- Heavy-duty, non-marring locking casters Ratcheting nylon safety strap

Staging Universal Deck & Rail Cart loaded with six Rectangular Decks



Staging Universal Deck & Rail Cart loaded with six Guardrails

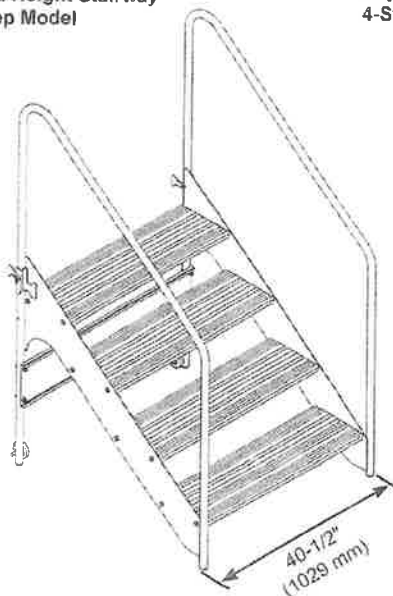


Stairways – Fixed Height and Adjustable

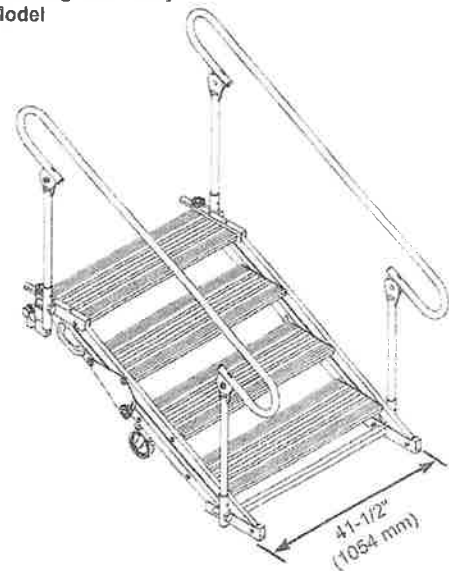
Fixed Height Stairways	Adjustable Height Stairways
2-Step: 281A100 55 lb (25 kg)	3-Step: 281A201 107 lb (49 kg)
3-Step: 281A101 76 lb (34 kg)	4-Step: 281A202 122 lb (55 kg)
4-Step: 281A102 94 lb (43 kg)	6-Step: 281A203 160 lb (73 kg)
	8-Step: 281A204 188 lb (85 kg)

- Adjustable Stairways are ideal for custom-height systems and for systems that are frequently set up at different heights
- Stairways feature a hook bracket to function with StageTek®, Versalite®, Trouper® and Type-C stage systems from Wenger
- Stairs feature aluminum extruded treads and include permanent handrails on both sides

Fixed Height Stairway 4-Step Model



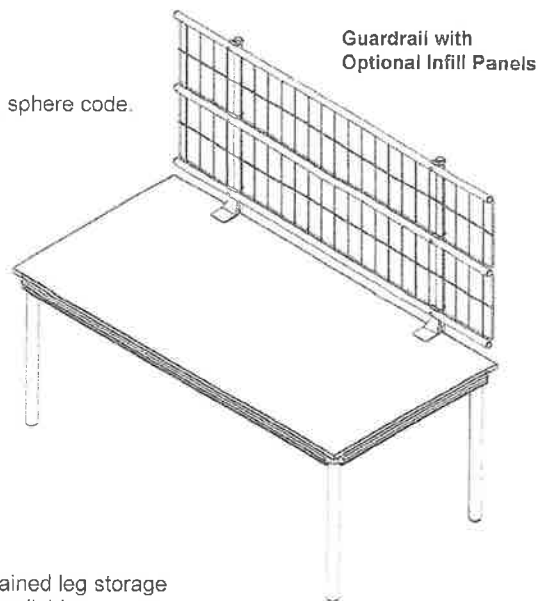
Adjustable Height Stairway 4-Step Model



Accessories (continued)

Guardrails

- Guardrails comply with IBC code requirements for loading
- Guardrails feature two uprights and two cross bars.
Optional infill panels can be added that complies with the IBC 4" (102 mm) sphere code.
- Guardrails can function as a chair stop.
- Guardrails are 42" (1067 mm) high with a black powder-coat paint finish
- Guardrails clamp to the stage deck without the need for tools

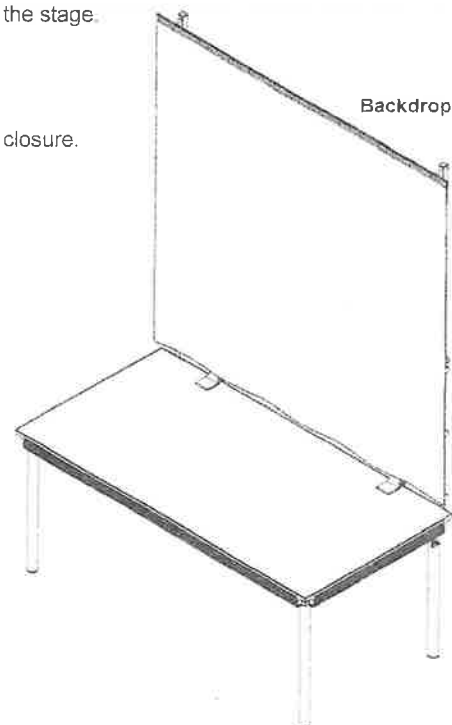
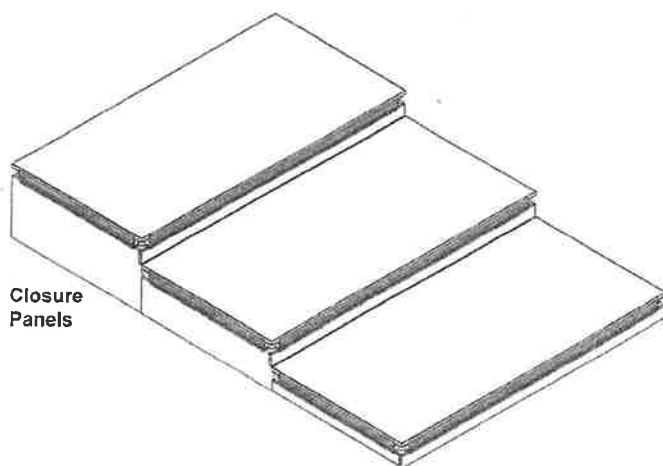


Clamps, Connectors and Braces

- Optional retention clips for leg storage mount under the deck to provide retained leg storage
- A variety of metal leg to leg, leg to deck, overlap and anchor brackets are available
- Stabilizing braces are recommended for heights 40" (1016 mm) and above
- Optional deck-to-deck cam locks are built into the deck frame.
Cams can be locked or opened via a small tool access hole on top of the platform

Backdrop and Closure Panels

- Drapery is available in heights to match the staging elevation and in a wide variety of colors
- 100% fire retardant woven polyester attaches with hook and loop fastening strips
- Backdrop frame attaches to guardrails and positions a drapery 8' (2438 mm) above the stage.
Available in 4' (1219 mm), 6' (1829 mm), and 8' (2438 mm) widths.
- Solid side and front closures are ideal for seated riser systems.
Constructed of the same material as the deck with the same surface options.
Edges are finished in a thermofused black edge band.
Connects to the rail without tools via an extruded PVC clip running the length of the closure.



A box step accessory is available for audience seating applications

Wenger

JRCLANCY

GEARBOSS

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MUSIC EDUCATION AND PERFORMING ARTS

Owatonna Office: Phone 800.4WENGER (493-6437) Worldwide +1.507.455.4100 | Parts & Service 800.887.7145 | wengercorp.com
555 Park Drive, PO Box 448 | Owatonna | MN 55060-0448

Syracuse Office: Phone 800.836.1885 Worldwide +1.315.451.3440 | jrclancy.com | 7041 Interstate Island Road | Syracuse | NY 13209-9713

ATHLETICS Phone 800.493.6437 | email gearboss@wengercorp.com | gearboss.com | 555 Park Drive, PO Box 448 | Owatonna | MN 55060-0448



Wenger Corporation Terms and Conditions (www.wengercorp.com/terms-and-conditions.php)

Controlling Provisions: These terms and conditions and supplemental exhibits contained herein (the "Terms and Conditions") govern the sale by WENGER CORPORATION ("WENGER CORP") and purchase by any direct buyer ("Buyer") of certain services, products, replacement parts and related software (collectively, the "Goods"). These Terms and Conditions comprise the entire agreement between the parties (collectively, the "Agreement") and supersede all prior or contemporaneous understandings, agreements, or representations, whether oral or written. These Terms and Conditions shall supersede any provisions, terms, and conditions contained on any purchase order or other written form Buyer may use or provide prior or subsequent to the date of the Agreement, unless otherwise specifically agreed to in writing by WENGER CORP. Fulfillment by WENGER CORP of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms and Conditions.

Quotations: Any quotation is a good faith estimate. Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgement and approval of the quotation as written and an acceptance of these Terms and Conditions. Written quotations which have not been finalized by a binding purchase order shall expire on the date specified in the quotation or, in the absence of such specification, 30 calendar days from the date issued. WENGER CORP may revise or withdraw a quotation at any time prior to the finalization of a binding purchase order.

Shipping: While WENGER CORP will use commercially reasonable efforts to maintain the delivery date(s) acknowledged or quoted by WENGER CORP, all shipping dates are approximate and not guaranteed. WENGER CORP reserves the right to make partial shipments. WENGER CORP, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions and other required information. The actual shipping weights may vary.

A minimum of two weeks' advance notice is required when Buyer requests any delays in shipment, delivery, or installation beyond WENGER CORP'S acknowledged ship date. The costs of storage, rehanging, additional freight, and additional installation or labor costs will be billed to Buyer. If the Goods require storage, transfer to storage will be deemed as shipment to Buyer for all purposes, including but not limited to, invoicing and payment.

Title, Risk of Loss, Inspection of Goods: Title to the Goods and risk of loss for the Goods shall pass to Buyer upon WENGER CORP'S delivery of the Goods to the shipping point. Buyer shall immediately inspect the Goods upon receipt, and any damage must be noted on the delivery carrier's bill of lading at time of receipt. If Buyer arranges a delivery carrier, WENGER CORP shall not be held liable for any damages caused after WENGER CORP provides product to Buyer's delivery carrier. WENGER CORP is not liable for any shortages or nonconformance unless notified by Buyer within two business days of Buyer's receipt of the Goods.

Installation and Use: Buyer will be solely responsible for the proper application, installation, and service of the Goods. Installation instructions are supplied by WENGER CORP and must be followed. WENGER CORP may provide installation services upon request for an additional fee.

Buyer's Acts or Omissions: If WENGER CORP'S performance of its obligations under the Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, WENGER CORP shall not be deemed in breach of its obligations under the Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

Price; Payment Terms: All prices are FOB shipping point, unless otherwise stated or referenced. Prices may be subject to change without notice. Instruments and accessories displayed with Goods throughout WENGER CORP'S catalog shall be priced separately.

Buyer shall pay WENGER CORP the purchase price as set forth in the respective order between WENGER CORP and Buyer. All prices are in U.S. Dollars and are exclusive of all freight, storage, insurance, sales, use, and excise taxes, import taxes and duties, and any other similar charges of any kind imposed by any governmental authority. Unless otherwise agreed to in writing between WENGER CORP and Buyer, Buyer shall be responsible for all such charges, costs, and taxes. If WENGER CORP is required to pay any such charges, costs, and taxes, Buyer shall immediately reimburse WENGER CORP upon notice from WENGER CORP of same.

All payments are due within approved credit terms. The credit terms granted on each order are subject to WENGER CORP'S continuing approval of Buyer's credit. WENGER CORP may withdraw the extension of credit and require modified payment terms if, in WENGER CORP'S sole judgment, Buyer's credit or financial standing is impaired such that WENGER CORP in good faith deems payment insecure.

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Buyer shall make all payments in immediately available funds and in U.S. Dollars. Buyer may be charged the lower of 1.5% interest per month or the maximum legal rate, calculated daily and compounded monthly, on all amounts not received by the due date. Buyer shall reimburse WENGER CORP for all costs or charges, including reasonable attorneys' fees, incurred by WENGER CORP in the collection of any past due amounts from Buyer. In addition to any other remedies available under these Terms and Conditions or at law, WENGER CORP shall be entitled to defer performance hereunder until such default is resolved.

Changes and Cancellations: Buyer may request in writing changes or additions to the Goods consistent with WENGER CORP'S specifications and criteria. In the event such changes or additions are accepted by WENGER CORP, WENGER CORP shall have the absolute right to revise the prices and dates of delivery, and to add charges for work and materials rendered unnecessary by such changes or additions. In the event Buyer requests the changes within 15 days of shipment, a 25% fee may apply.

Buyer may at any time cancel all or any part of the Goods by written notice to WENGER CORP. Upon termination, Buyer will pay WENGER CORP an amount equal to the sum of: (a) the price for that portion of the Goods furnished, accepted, and delivered prior to cancellation; plus (b) 25% of the cost of any non-custom Goods subject to the Agreement but not yet delivered; and (c) 100% of the cost of any custom Goods subject to the Agreement but not yet delivered; provided, however, that in no event will the amount paid by Buyer exceed the total purchase price under the Agreement, less any payments previously made.

Return Policy: WENGER CORP must approve in writing any and all returns and will only accept Goods returned within six months from the date of manufacture, un-used, and current production models. All authorized returns are subject to a minimum 20% restocking/rehandling fee. Buyer must obtain from WENGER CORP a Returned Material Authorization ("RMA") number for any Goods Buyer wishes to return for credit. Buyer is responsible for payment of return shipping fees unless such returned Goods result from a WENGER CORP order processing error. WENGER CORP will not accept returns for Goods that are custom-built or installed for Buyer, as such items cannot be resold by WENGER CORP.

Warranty and Disclaimer: The terms and conditions of WENGER CORP'S warranty with respect to the Goods is available at: https://www.wengercorp.com/Lit/Wenger_Product%20Warranty.pdf.

WENGER CORP MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS IS SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS. WENGER CORP EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitations of Liability. IN NO EVENT SHALL WENGER CORP BE RESPONSIBLE FOR ANY LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, OTHER THAN DIRECT LOSSES ARISING SOLELY AS A RESULT OF WENGER CORP'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. ACCORDINGLY, IN NO EVENT SHALL WENGER CORP BE REQUIRED TO PAY OR BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, OPPORTUNITY COSTS, LOSS OF USE, OR LOST PROFITS, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL WENGER CORP'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PAID BY BUYER TO WENGER CORP FOR THE GOODS.

Compliance with Law: Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all licenses, permissions, authorizations, consents, and permits necessary to carry out its obligations under the Agreement. Buyer shall comply with all applicable import and export laws, regulations, orders, and requirements of all countries involved in the sale of the Goods; provided, however, that WENGER CORP shall obtain any applicable export approvals and pay any customs duties, taxes, and other fees as may be required by the U.S. government in connection therewith. Unless otherwise expressly agreed in writing by WENGER CORP, any and all customs, duties, taxes, and other fees in any form which may be charged or assessed with respect to the importation into any foreign country of any Goods or technical data related thereto shall be for the account of and paid for by Buyer. WENGER CORP may terminate the Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.

Termination: In addition to any remedies that may be provided under these Terms and Conditions, WENGER CORP may terminate the Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under the Agreement; (b) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

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Intellectual Property: All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "IP Rights") in and to the Goods (other than intellectual property provided by Buyer or a third party) shall be owned by WENGER CORP. Following Buyer's acceptance and final payment, WENGER CORP shall grant to Buyer a non-exclusive, non-transferable, non-sublicensable license to use the IP Rights solely to the extent necessary to enable Buyer to operate, maintain, and repair the Goods pursuant to the terms of the Agreement and any applicable end user agreement(s).

Confidential Information: All non-public, confidential or proprietary information of WENGER CORP, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by WENGER CORP to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with the Agreement, is confidential, solely for the use of performing the Agreement, and may not be disclosed or copied unless authorized in advance by WENGER CORP in writing. Upon WENGER CORP'S request, Buyer shall promptly return all documents and other materials received from WENGER CORP. WENGER CORP shall be entitled to injunctive relief for any violation of this paragraph. This paragraph does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

Force Majeure: WENGER CORP shall not be liable or responsible to Buyer, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement, when and to the extent such failure or delay is caused by or results (directly or indirectly) from acts beyond WENGER CORP'S reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, explosion, or natural disasters; (c) war, invasion, hostilities (whether war is declared or not), cyber-attacks, sabotage, terrorist threats or acts, riot or other civil unrest; (d) foreign or domestic government order, law, or actions; (e) actions, embargoes or blockades in effect on or after the date of the Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) public health emergencies; (i) strikes, labor stoppages or slowdowns or other industrial services (provided WENGER CORP has exercised commercially reasonable efforts to avoid it); (j) failures of utilities or public services; (k) sub-supplier delays caused by any of the above provided the same are not caused or contributed to by the negligence or fault of WENGER CORP; or (l) any other cause beyond the reasonable control of WENGER CORP.

Applicable Law and Forum: Any disputes between Buyer and WENGER CORP shall be in the state and federal courts of Steele County, Minnesota or the county and state in which the project is located, as mutually agreed to in writing by the parties. Buyer agrees to submit to such jurisdiction and agrees that the dispute shall be governed by and construed in accordance with the laws of the State of Minnesota or the county and state in which the project is located, as mutually agreed to in writing by the parties, without giving effect to any choice or conflict of law provision or rule.

Miscellaneous: No amendment to the Agreement or waiver of the rights or obligations of either party shall be effective unless in writing signed by the parties. Any provision of the Agreement that by its express terms or by its nature is intended to survive the expiration or termination of the Agreement will survive any such expiration or termination, including, without limitation, paragraphs "Warranty and Disclaimer," "Limitations of Liability," "Compliance with Law," "Intellectual Property," "Confidential Information," "Applicable Law and Forum," and "Miscellaneous." If any provision of the Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of the Agreement will remain in full force and effect. Any provision of the Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. A party's failure to insist on compliance or enforcement of any provision in the Agreement will not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or any other provision in the Agreement. Unless otherwise set forth in the Agreement, the Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. The parties are independent contractors, and nothing in the Agreement or otherwise will be deemed or construed to create any other relationship, including one of employment, joint venture, or agency.

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Unloading Recommendations StageTek® Staging System

Thank you for your purchase of StageTek® Staging!
Please follow these steps to help ensure a safe and successful delivery.

⚠ CAUTION

Make sure anyone assisting with unloading the StageTek components has read and understands these instructions. Failure to comply with these instructions in this document can result in damage to the shipment or injury.

⚠ CAUTION

Individual decks may weigh more than 100 lb (45 kg).

NOTICE

Each shipment will be banded and secured on pallets for safe transporting.

Upon receipt, the customer is responsible for:

- *Inspecting the package for damage. If concealed damage is identified, it must be reported within five-days of receipt.*
- *Providing adequate safeguard and proper equipment to protect the entire shipment from damage during unloading.*
- *The safety of the crew and to protect the shipment from damage during unloading.*
- *Collecting and storing all loose parts; the shipment may have loose parts between decks.*

Before Unloading

Confirm the delivery location.

1. Make sure that your facility can receive this shipment.
Pallet sizes vary between 4'x8' (1219 x 2438 mm) | 4'x6' (1219 x 1829 mm) | 3'x8' (914 x 2438 mm).

Inspect the load for freight damage before accepting the product.

Manual Unloading (see page 2)

Line up your crew (minimum of four people are required) and equipment (four wheel carts rated at 500 lb (227 kg) are recommended for moving offloaded decks).

1. The delivery will require assistance from at least four people at your facility.
2. Safely offload the products from the truck outside your facility.
3. Your crew is responsible for transporting the products into the building and for completing the final assembly. Your crew is also responsible for disposing of all packaging materials.

Forklift Unloading (see page 3)

Line up your crew (minimum of two people are required) and equipment (forklift with 6' (305 mm) long forks is required).

1. The products must be unloaded from the truck by people at your facility.
2. Your crew is responsible for transporting the products from the truck into the building and for completing the final assembly. Your crew is also responsible for disposing of all packaging materials.



Visit the Staging web page at wengercorp.com for more information.

Note: Please read and understand these instructions before unloading.

Note: If you need additional information, contact Wenger Corporation using the information below.



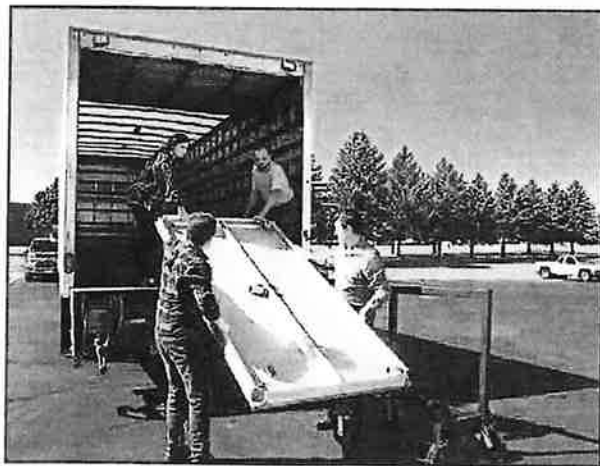
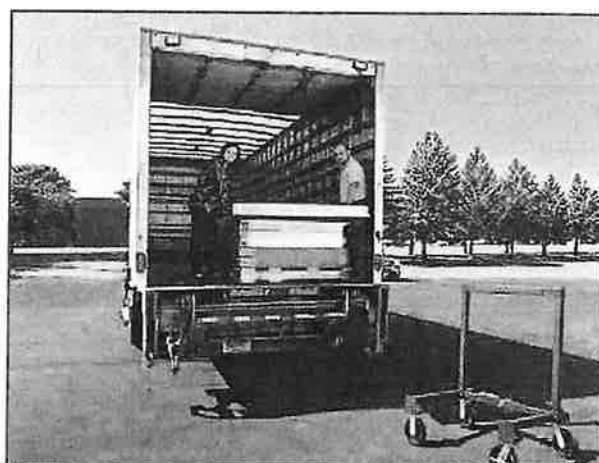
**This procedure is for manual unloading of the shipment.
For forklift unloading, refer to the following page.**

Manual Unloading

Inspect the load for freight damage.

Four people are required to receive and unload the items from the truck.

1. Cut the bands.
2. Remove the bands and packaging.
Packaging can be used to help protect decks from being scratched.
3. Use two people to move the deck to the edge of the truck.
4. Hand the deck to two people waiting on the ground.
5. Collect any loose parts and put them in a designated area as you remove and unload the decks.
Look for additional loose parts that may be packed between the decks.
6. Transfer the decks and any loose parts into your facility.
Four-wheel carts rated at 500 lb (227 kg) are recommended for moving offloaded decks into and within the facility.
7. Set-Up: The StageTek Staging System is quick and easy to set-up, see the included Owner's Manual.
Visit the Staging web page at wengercorp.com for more information by scanning the QR code at the bottom of page 1.





**This procedure is for forklift unloading of the shipment.
For manual unloading, refer to the previous page.**

Forklift Unloading

Inspect the load for freight damage.

Two people are required along with a forklift with 7' (2134 mm) long forks.

1. Use a forklift to transfer each pallet from the truck into your facility.
2. Cut the bands.
3. Remove the bands and packaging.

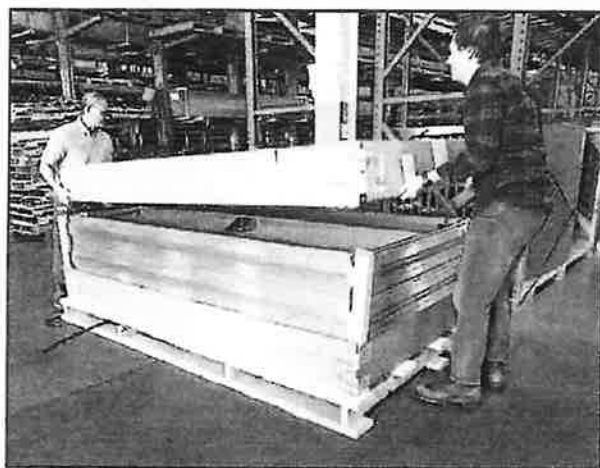
Packaging can be used to help protect decks from being scratched.

4. Use two people to offload the decks from the pallet.

Four-wheel carts rated at 500 lb (227 kg) are recommended for moving offloaded decks within the facility.

5. Collect any loose parts and put them in a designated area as you remove and unload the decks.
Look for additional loose parts that may be packed between the decks.

6. Set-Up: The StageTek Staging System is quick and easy to set-up, see the included Owner's Manual.
z at the bottom of page 1.



Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Wenger Corporation		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ *Applies to accounts maintained outside the U.S.	
5 Address (number, street, and apt. or suite no.) See instructions. 555 Park Drive	Requester's name and address (optional)	
6 City, state, and ZIP code Owatonna, MN 55060		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-			-		
or								
Employer identification number								
4	1	-	0	7	5	9	8	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ► 1/1/2024

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

Wenger® Product Warranties

(Effective for products shipped January 1, 2012 and thereafter)

City of Hattiesburg - StageTek Stage

WARRANTY

The following warranty is offered by Wenger Corporation to you, the initial purchaser, and is valid for as long as you own the product. This Warranty runs from the date of shipment and warrants that your Wenger product will be free of defects in material or craftsmanship during the warranty period. Our warranty assures you of, at the discretion of our Customer Service Department, either a full refund, or the repair or replacement of the defective product without charge. Just call a Customer Service Representative at 1-800-887-7145 or +1-507-455-4100 and state the reason you are dissatisfied. If return of a product is necessary, your representative will issue a return authorization. This Warranty is your sole and exclusive remedy for any claim against Wenger related to your purchase, use, or ownership of a Wenger product.

This Warranty does not apply to damage caused by common carrier, misuse or abuse, alterations to products not expressly authorized by Wenger, nor to components considered to be of a consumables nature such as carpet, bulbs, batteries, etc.

Wenger does not warrant the matching of color, grain, or texture except to within commercially acceptable standards.

WENGER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS IS SPECIFICALLY SET FORTH IN THIS DOCUMENT. WENGER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, WENGER SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR FOR LOST PROFITS ARISING OUT OF THE ALLEGED DEFECT OR FAILURE OF WENGER'S PRODUCTS. WENGER'S LIABILITY SHALL IN ALL CIRCUMSTANCES BE LIMITED TO THE MAXIMUM AMOUNT THAT WAS PAID FOR THE PRODUCT BY THE ORIGINAL OWNER.

Wenger reserves the right to make product changes without obligation to incorporate such changes into products previously sold. Some states do not allow the exclusion or limitation of damages or warranties, so the above may not apply to you. This Warranty gives you specific legal rights. You may also have other rights, which vary from state to state.

Surety Bond, if part of the sale of equipment to which this warranty is provided, applies only to the first twelve (12) months of warranty for such equipment, and not to any other warranties made by Wenger. The remainder of the warranty is covered by Wenger Corporation.

*This Warranty does not extend to mechanical or electrical component parts made by others such as: Fans, Lights, Digital Locks, etc. Component parts of this nature are covered under their independent manufacturers' warranties. This Warranty does not apply to items that are consumable in nature such as: LEDs, Batteries, etc.

PRODUCTS	WARRANTY
Music Notation Board	50 Years
Porcelain Steel Markerboards	50 Years
Rubber Tackboard	20 Years
Signature® Choral Risers and Accessories	15 Years
Tourmaster™ Choral Risers and Accessories	15 Years
AcoustiCabinets® Storage Cabinets	10 Years
Bookcases	10 Years
Class Piano Workstation	10 Years
Fixed Audience Seating	10 Years
Folio Cabinets	10 Years
footNOTES® Music Rug	10 Years
GearBoss® Shelving	10 Years
GearBoss® Team Lockers (AirPro®, Customizable Wood™ and Pass-Through Cubby)	10 Years
Media Storage Cabinets (Fixed and Mobile)	10 Years
Music Lab & Expanded Music Lab Workstations	10 Years
Music Library System	10 Years
Music Sorting Rack	10 Years
ORFFgarage®	10 Years
Percussion Workstations	10 Years
Poster/Teaching Storage Cabinet	10 Years
Robe and Uniform Cabinets	10 Years
Small Instrument Storage Cabinet	10 Years
Stereo Cabinet	10 Years
Stereo Workstation	10 Years
UltraStor® Storage Cabinets	10 Years
Wardrobe Cabinet	10 Years
Acoustic Shield	5 Years
Acoustical Panel System	5 Years
Acoustical Shells (Diva®, Legacy®, Travelmaster™)	5 Years
Cellist Chair	5 Years
Chair Move & Store Carts	5 Years
Conductor's Equipment (Conductor's Chair, Conductor's Podium, Director's Stand, Flex® Conductor's System, Folding Conductor's Podium, Preface® Conductor's Stand)	5 Years
Cymbal Stand	5 Years
Director's Stand	5 Years
Drapery Closures and Backdrops	5 Years
Ensemble Stool	5 Years
flipFORMS®	5 Years
GearBoss® and GearBoss® II Products and Accessories (Mobile Kiosk, SportCart™, Team Cart™, Transport Cart, Workstation, X-Cart™)	5 Years
Inflatable Acoustical Shell	5 Years
Lieto™ Light Fixture	5 Years
Makeup Stations (Studio®, Backstage®)	5 Years
Music Posture Chairs (ConBRIO®, Nota®, Musician, Student, Symphony)	5 Years
Music Posture Chair Accessories (Storage Rack, Folding Tablet Arm, Sousaphone Holder, Tube Rest)	5 Years
Music Stand Move & Store Carts	5 Years
Music Stands (Bravo™, Classic 50®, Gig Stand®, Folding Music Stand, Preface®, RoughNeck™ Multi-Use Shield-base/post)	5 Years
OnBoard® Carts & Podiums	5 Years
ORFFmobile®	5 Years
Portable Audience Chair (Standard and Premier)	5 Years
Pre-Engineered Acoustical Doors	5 Years
Rack 'n Roll® Garment Racks	5 Years
Rehearsal Resource Center	5 Years
Rival™ Athletic Lockers	5 Years
Roll-A-Deck® Kit	5 Years
Showmaster™ Staging	5 Years
Showmobile® Mobile Stage and Canopy	5 Years
SoundLok® Sound-Isolation Rooms (includes VAE® Technology)	5 Years
Sousaphone Chair	5 Years
Stagehand® Staging	5 Years
Stagemobile® Mobile Stage	5 Years
StageTek® Staging System	5 Years
Staging and Seated Riser Accessories	5 Years
STRATA® Staging/Orchestra Pitfiller/Tentfloor	5 Years
String Bassist/Percussionist Chair	5 Years
Stringed Instrument Racks (Cello, Guitar, String Bass, Tube/Sousaphone, Violin/Viola)	5 Years
Studio VAE® Technology and VAE® Rehearsal System	5 Years
teacherTAXI® Cart	5 Years
Trouper® Staging/Risers and Accessories	5 Years
Tuba & Sousaphone Mobile Storage Racks, and Wall Brackets	5 Years
Tuba Tamer™	5 Years
Tunable Acoustical Panels	5 Years
Upper Deck Audience Seating® Tiered Risers	5 Years
VersaSite® Staging/Risers/Orchestra Pitfiller and Accessories	5 Years
Virtuoso™ Acoustical Shell (includes VAE® Technology)	5 Years
Vision® Staging	5 Years
Transcend® Active Acoustic System	3 Years
Transform® Motorized Acoustical Banner	3 Years
Maestro® Acoustical Shell	2 Years
Makeup Station Accessories	1 Year
Music Stand Lights (Electric and LED)	1 Year
Music Stand Accessories (Hands-Free Page Turner, Side-Mount Extension, Universal Tablet Mount, Multi-Use Shield-polycarbonate shield)	1 Year
Piano Accessories (Benches, Dollies, Trucks, Covers)	1 Year
Platinum Reversible Board	1 Year
High-Density Portable Audience Chairs by Clarin®	See http://www.clarinseating.com for warranty information

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2401114

ITEM JANITORIAL CLEANING SVC

BID #1

WINNING BID

COMPANY SCRUB HUB LLC

BID

AMOUNT \$22,500.00

BID #2

COMPANY JANIKING OF SOUTHEAST MS

BID

AMOUNT \$25,364.04

BID #3

COMPANY MOLLY MAID

BID

AMOUNT \$57,720.00

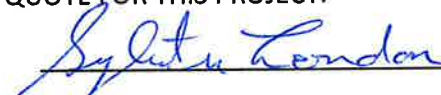
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

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

Purchase Order

Fiscal Year 2024

Page 1 of 1

Purchase Order Number **02401114**
Purchase Order Date **12/12/2023**
Department **PURCHASING**

FID 64-6000432

Vendor 50419
SCRUB HUB LLC
209 BOWLING STREET
HATTIESBURG, MS 39401-7702

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	SCRUBHUB601@GMAIL.COM	50419	2401051	Sylvester London	

NOTES

TWO-QUOTE JANITORIAL CLEANING SVC MB# PENDING

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	WATER BILLING: 105 SOUTH PARK PARK GL #: 009660 - 687000	1.0000	EACH	\$5,625.0000	\$5,625.00
2	ENGINEERING: 212 WEST FRONT STREET GL #: 001203 - 687000	1.0000	EACH	\$5,625.0000	\$5,625.00
3	MASS TRANSIT: 1001 S TIPTON ST GL #: 073570 - 687000	1.0000	EACH	\$5,625.0000	\$5,625.00
4	TRANSPORTATION: 125 WALNUT STREET GL #: 001191 - 687000	1.0000	EACH	\$5,625.0000	\$5,625.00

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

Total Ext. Price \$22,500.00

Purchase Order Total **\$22,500.00**

City Clerk

Scrub Hub

P: 601-658-9444

Email: Scrubhub601@gmail.com

Hattiesburg, MS 39401

Bill To: The City of Hattiesburg

Phone: 601.545.4512

Invoice #:

Address: P.O.

Fax:

Invoice Date: 12/8/2023

Box 1898,

Email: slondon@hattiesburgms.com

Hattiesburg, MS

Invoice description

Item #	Description	Qty	Unit Price	Discount	Price
1	Scrub Hub Cleaning Service: Water Billing: 105 South Park Ave	1	\$ 5,625.00		\$ 5,625.00
2	Scrub Hub Cleaning Service: Enginnering: 212 West Front Street	1	\$ 5,625.00		\$ 5,625.00
3	Scrub Hub Cleaning Service: Mass Transit: 1001 S Tipton S	1	\$ 5,625.00		\$ 5,625.00
4	Scrub Hub Cleaning Service: Transportation: 125 Walnut Street	1	\$ 5,625.00		\$ 5,625.00
Invoice Subtotal					\$ 22,500.00
Tax Rate					
Sales Tax					\$
Other					
Deposit Received					
TOTAL					\$ 22,500.00

Make all checks payable to Scrub Hub.

Bid expires one year from start date.

Delivery date: 3 times/week per building.



CITY OF HATTIESBURG

JANITORIAL SPECIFICATIONS FOR:

BUILDING	ADDRESS	DAYS X 52
Water Billing Wanda Turner	105 South Park Ave (601) 545-4631	3 x \$ <u>30.00</u> per week X 52 \$ <u>5,125</u>
Engineering Sharon Hensarling	212 West Front St (601) 545-4640	3 x \$ <u>30.00</u> per week X 52 \$ <u>5,125</u>
Mass Transit Calvin Russell	1001 S Tipton St (601) 545-3356	3 x \$ <u>30.00</u> per week X 52 \$ <u>5,125</u>
Traffic/Construction Cheryl Fluker	125 Walnut Street (601) 545-4621	3 x \$ <u>30.00</u> per week X 52 \$ <u>5,125</u>

Total _____ \$ 22,500

VENDOR NAME/SIGNATURE ATC Date 12/8/23

Contractor shall visit each site before bidding and confirm conditions, measurements, and needs to clean and maintain each building.

Contractor shall provide proof of liability insurance in the amount of minimum \$500,000 and workers compensation insurance. Contractor will comply with current OSHA regulations pertaining to all work performed at City buildings. Contractor shall provide background check on all employees participating in City Hall contract.

Personnel working for contractors will be deemed employees of contractor and will not for any purpose be considered City employees.

Contractor shall furnish all material, cleaning supplies, labor and equipment to clean and maintain each building. The City will furnish toilet tissue, paper towels, trash liners, and hand soap. The City will provide a secure space to store supplies and equipment.

Contractor shall provide quality control and adequate supervision to insure each building is properly and consistently cleaned and restocked in all areas.

Contractor shall observe the same holidays observed by the City.

Contractor shall provide to the City a monthly invoice for agreed upon price for each building, and an itemized invoice for any additional services provided.

The term of this agreement shall be for ONE year.

This agreement may be terminated or canceled at any time with a minimum of 30 days written notice from either the City or contractor.



Request for Taxpayer Identification Number and Certification

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

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

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

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☒ Individual/sole proprietor or single-member LLC
☐ C-Corporation
☐ S-Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
209 Bowling St

6 City, state, and ZIP code
Hattiesburg, MS 39401

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[] [] [] - [] [] [] [] [] []
or
Employer identification number
93-4770932

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ **[Signature]**

Date ▶ **12/11/2023**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Jani-King of SE
Mississippi**
22 Millbranch Road
Suite 710
Hattiesburg, MS 39402
(601) 579-4984



Regional Support Centers

Alexandria • Baton Rouge
Gulfport • Daphne
Flowood • Hattiesburg • Houma
Lafayette • Metairie • Monroe
Montgomery • Pensacola
Ponchatoula • Shreveport

Franchise Locations

Abbeville • Addis • Albany
Alexandria • Ama • Amite
Amaudville • Ashford • Baker
Bassfield • Baton Rouge • Biloxi
Bossier City • Brandon
Breaux Bridge • Brookhaven
Broussard • Bush • Byram • Cankton
Cantonment • Carencro • Carriere
Chicksaw • Clanton • Columbus
Covington • Crystal Springs
D'Iberville • Daphne
Denham Springs • Destrehan
Donaldsonville • Duson • Eight Mile
Elba • Enterprise • Ethel • Fairhope
Florence • Foley • French Settlement
Gelsmar • Gonzales • Grady • Gray
Greenville • Greenwell Springs
Gretna • Gulfport • Hammond
Harahan • Harvey • Hattiesburg
Hayneville • Holt • Houma • Irvington
Jackson • Jonesboro • Kenner
Kentwood • Kilgore • LaCombe
Lafayette • Lake Charles • LaPlace
Lexington • Longview • Louisville
Lucedale • Luling • Lutchet
Lynn Haven • Madison • Magee
Marksville • Marrero • Maurepas
McComb • Meridian • Metairie
Milton • Minden • Mobile • Monroe
Montgomery • Morgan City
Moss Point • Mount Olive
Natalbany • New Iberia
New Orleans • Ocean Springs
Panama City • Pass Christian
Patterson • Pearl • Pensacola
Perkinston • Petal • Plaquemine
Pike Road • Pine Apple • Pineville
Ponchatoula • Prairieville • Prattville
Prichard • Purvis • Ragley • Raleigh
Reserve • Ridgeland • River Ridge
Saraland • Saucier • Schriever
Scott • Semmes • Shreveport
Slidell • St. Bernard • St. Francisville
St. Martinville • St. Rose • Sumral
Sunshine • Tallahassee • Terry
Terrytown • Theodore • Thibodaux
Thomaston • Tickfaw • Vacherie
Vancleave • Vicksburg
Wake Village • Walker • Ward
Washington • Waveland
West Monroe • Wetumpka
Woodworth • Youngstown
Youngsville • Zachary

Greg McKinney
Regional Director

December 8, 2023

Sylvester London

Janiking of Southeast MS
22 Millbranch Road
Hattiesburg, MS 39402

Dear Sylvester London,

I am writing to confirm that I, Gregory McKinney, am an authorized buyer for Janiking of Southeast MS. I have been granted the authority to make purchasing decisions on behalf of our organization.

The term of this Agreement shall be for ONE (1) year from the date services are scheduled to begin.

Please do not hesitate to contact me if you require any further information or documentation to verify my status as an authorized buyer for Janiking of Southeast MS.

Thank you for your attention to this matter.

Sincerely,


Greg McKinney

12/8/23

Regional Director
Jani-King Southeast Mississippi
Office: (601) 579-4984
Cell: (601) 966-2763

CITY OF HATTIESBURG

JANITORIAL SPECIFICATIONS FOR:

BUILDING	ADDRESS	DAYS X 52
Water Billing Wanda Turner	105 South Park Ave (601) 545-4631	3 x \$ <u>38.53</u> per week X 52 \$ <u>6,010.68</u>
Engineering Sharon Hensarling	212 West Front St (601) 545-4640	3 x \$ <u>52.66</u> per week X 52 \$ <u>8,214.96</u>
Mass Transit Calvin Russell	1001 S Tipton St (601) 545-3356	3 x \$ <u>34.92</u> per week X 52 \$ <u>5,447.52</u>
Traffic/Construction Cheryl Fluker	125 Walnut Street (601) 545-4621	3 x \$ <u>36.48</u> per week X 52 \$ <u>5,690.88</u>

Total-----\$ 25,364.04

VENDOR NAME/SIGNATURE Jani King Reg McKinney Date 12/8/23

Contractor shall visit each site before bidding and confirm conditions, measurements, and needs to clean and maintain each building.

Contractor shall provide proof of liability insurance in the amount of minimum \$500,000 and workers compensation insurance. Contractor will comply with current OSHA regulations pertaining to all work performed at City buildings. Contractor shall provide background check on all employees participating in City Hall contract.

Personnel working for contractors will be deemed employees of contractor and will not for any purpose be considered City employees.

Contractor shall furnish all material, cleaning supplies, labor and equipment to clean and maintain each building. The City will furnish toilet tissue, paper towels, trash liners, and hand soap. The City will provide a secure space to store supplies and equipment.

Contractor shall provide quality control and adequate supervision to insure each building is properly and consistently cleaned and restocked in all areas.

Contractor shall observe the same holidays observed by the City.

Contractor shall provide to the City a monthly invoice for agreed upon price for each building, and an itemized invoice for any additional services provided.

The term of this agreement shall be for ONE year.

This agreement may be terminated or canceled at any time with a minimum of 30 days written notice from either the City or contractor.

PRICING SCHEDULE*

CITY OF HATTIEBURG WATER BILLING
105 South Park Ave
Hattiesburg, MS 39401

The Named Areas will be serviced according to the Cleaning Schedule
for a minimum monthly charge of:
(Tax Not Included – Florida & Texas Only)

PROGRAM

INITIAL ALL
THAT APPLY

MAINTENANCE

THREE (3) Times Per Week
Five Hundred One Dollar
\$501.00 Per Month

TOTAL \$6,010.68 Per Year

*The total monthly charge represents your only cost and is inclusive of: all labor; all supervision; all materials for cleaning; all equipment for cleaning; and, all payroll, payroll taxes, insurance, etc.

PRICING SCHEDULE*

CITY OF HATTIESBURG ENGINEERING DEPARTMENT
212 W Front St
Hattiesburg MS 39401

The Named Areas will be serviced according to the Cleaning Schedule
for a minimum monthly charge of:
(Tax Not Included – Florida & Texas Only)

PROGRAM

INITIAL ALL
THAT APPLY

MAINTENANCE

THREE (3) Times Per Week
Six Hundred Eighty-Five Dollars
\$685.00 Per Month

TOTAL \$8,214.96 Per Year

*The total monthly charge represents your only cost and is inclusive of: all labor; all supervision; all materials for cleaning; all equipment for cleaning; and, all payroll, payroll taxes, insurance, etc.

PRICING SCHEDULE*

CITY OF HATTIESBURG HUB CITY TRANSIT
1001 Tipton St
Hattiesburg MS 39401

The Named Areas will be serviced according to the Cleaning Schedule
for a minimum monthly charge of:
(Tax Not Included – Florida & Texas Only)

PROGRAM

INITIAL ALL
THAT APPLY

MAINTENANCE

THREE (3) Times Per Week
Four Hundred Fifty-Five Dollars
\$455.00 Per Month

TOTAL \$5,447.52 Per Year

*The total monthly charge represents your only cost and is inclusive of: all labor; all supervision; all materials for cleaning; all equipment for cleaning; and, all payroll, payroll taxes, insurance, etc.

PRICING SCHEDULE*

CITY OF HATTIESBURG TRAFFIC & CONSTRUCTION
125 Walnut Street
Hattiesburg MS 39401

The Named Areas will be serviced according to the Cleaning Schedule
for a minimum monthly charge of:
(Tax Not Included – Florida & Texas Only)

PROGRAM

INITIAL ALL
THAT APPLY

MAINTENANCE

THREE (3) Times Per Week
Four Hundred Seventy-Four Dollars
\$474.00 Per Month

TOTAL \$5,690.88 Per Year

*The total monthly charge represents your only cost and is inclusive of: all labor; all supervision; all materials for cleaning; all equipment for cleaning; and, all payroll, payroll taxes, insurance, etc.



MOLLY MAID

a neighborly company

SERVICE ESTIMATE

You'll Love Coming Home
To A Clean House
Guaranteed!

CUSTOMER: City of Hattiesburg 2-Quote H. PHONE: 601-545-4512 B. PHONE: _____

STREET: P.O. Box 1898 DIRECTIONS: _____

CITY: Hattiesburg ZIP CODE: 39401

ESTIMATE DATE AND TIME: _____

REFERRED BY: _____ EMAIL: _____

LEVEL

ROOM

INSTRUCTIONS

Delivery Date - January 1, 2024

Price Expiration - December 31, 2024

Total Bid Price - \$57,720⁰⁰

Thanks,
Debra L. Wallace
12-8-2023

SPECIAL INSTRUCTIONS: _____

PETS: _____

PREFERRED SERVICE DAY: M T W TH F START DATE: _____ KEY RECEIVED: ☐

INITIAL CLEANING: _____

SERVICE FREQUENCY SERVICE FEE: TAX: TOTAL:

_____ + _____ = _____

_____ + _____ = _____

AT YOUR SERVICE,

Debra L. Wallace

ESTIMATOR

601-544-3166

PHONE

Warranty: If you are not completely satisfied and your account is paid in full, then just inform us by the end of the next business day and we will cheerfully re-clean the area. Re-cleaning areas, as provided under this warranty, is your only remedy.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/22/2023

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 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 MOODY & ASSOCIATES INC 42630030 PO BOX 1857 FREDERICK MD 21702	CONTACT NAME:	
	PHONE (301) 417-0001 (A/C, No, Ext):	FAX (A/C, No):
INSURED DDW & ASSOCIATES LLC DBA: MOLLY MAID OF HATTIESBURG 1513 HARDY ST HATTIESBURG MS 39401-4908	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC#	
	INSURER A : Sentinel Insurance Company Ltd.	11000
	INSURER B : Twin City Fire Insurance Company	29459
	INSURER C :	
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			42 SBA RU0203	11/20/2023	11/20/2024	EACH OCCURRENCE \$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	☒ General Liability						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO						BODILY INJURY (Per person)
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)
A	☒ UMBRELLA LIAB	☒ OCCUR		42 SBA RU0203	11/20/2023	11/20/2024	EACH OCCURRENCE \$1,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$1,000,000
	☐ DED ☒ RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	42 WEC CU4649	11/20/2023	11/20/2024	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N					E.L. EACH ACCIDENT \$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE \$500,000
							E.L. DISEASE - POLICY LIMIT \$500,000
A	EMPLOYMENT PRACTICES LIABILITY			42 SBA RU0203	11/20/2023	11/20/2024	Each Claim Limit \$10,000 Aggregate Limit \$10,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Molly Maid SPV LLC and
Dwyer Franchising LLC d/b/a Neighborly
1010 N UNIVERSITY PARKS DR
WACO TX 76707

CANCELLATION

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

Susan L. Castaneda

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

000583 2/3

CITY OF HATTIESBURG

JANITORIAL SPECIFICATIONS FOR:

BUILDING	ADDRESS	DAYS X 52
Water Billing Wanda Turner	105 South Park Ave (601) 545-4631	3 x \$ <u>105</u> per week X 52 \$ <u>16,380</u>
Engineering Sharon Hensarling	212 West Front St (601) 545-4640	3 x \$ <u>55</u> per week X 52 \$ <u>8,580-</u>
Mass Transit Calvin Russell	1001 S Tipton St (601) 545-3356	3 x \$ <u>105</u> per week X 52 \$ <u>16,380-</u>
Traffic/Construction Cheryl Fluker	125 Walnut Street (601) 545-4621	3 x \$ <u>105</u> per week X 52 \$ <u>16,380-</u>

Total _____ \$ 57,720⁰⁰

VENDOR NAME/SIGNATURE Molly Maid & Hattiesburg Date 12/8/2023
Co Dobra Wallace

Contractor shall visit each site before bidding and confirm conditions, measurements, and needs to clean and maintain each building.

Contractor shall provide proof of liability insurance in the amount of minimum \$500,000 and workers compensation insurance. Contractor will comply with current OSHA regulations pertaining to all work performed at City buildings. Contractor shall provide background check on all employees participating in City Hall contract.

Personnel working for contractors will be deemed employees of contractor and will not for any purpose be considered City employees.

Contractor shall furnish all material, cleaning supplies, labor and equipment to clean and maintain each building. The City will furnish toilet tissue, paper towels, trash liners, and hand soap. The City will provide a secure space to store supplies and equipment.

Contractor shall provide quality control and adequate supervision to insure each building is properly and consistently cleaned and restocked in all areas.

Contractor shall observe the same holidays observed by the City.

Contractor shall provide to the City a monthly invoice for agreed upon price for each building, and an itemized invoice for any additional services provided.

The term of this agreement shall be for ONE year.

This agreement may be terminated or canceled at any time with a minimum of 30 days written notice from either the City or contractor.

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2401120

ITEM 1500 CREW CAB REGULAR BED TRUCK

BID #1

WINNING BID

COMPANY LANDERS FORD SOUTH LLC

BID

AMOUNT \$39,500.00

BID #2

COMPANY PINE BELT MOTORS

BID

AMOUNT \$42,235.00

BID #3

COMPANY _____

BID

AMOUNT _____

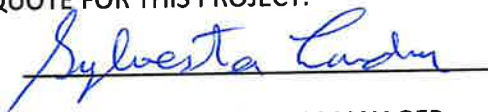
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Ship To 1008
139 Parkway Blvd.
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2024

Page 1 of 1

Purchase Order Number **02401120**
Purchase Order Date **12/13/2023**
Department **PARKS & REC MAINT DIV**

FID 64-6000432

Vendor 47019
LANDERS FORD SOUTH LLC
95 E GOODMAN RD
SOUTHAVEN, MS 38674-9509

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	DLEHMAN@LANDERSMEMPHIS.COM	47019	2401060	Akira Lewis	

NOTES

P&R REC MAINT TWO QUOTE FOR TRUCK-MB PENDING

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	NEW 2023 OR BETTER 1500 CREW CAB REGULAR BED IN THE COLOR WHITE TO BE DELIVERED TO 139 PARKWAY BLVD HATTIESBURG MS 39401- 2023 1500 SSV CREW CAB 4X4 VIN PS592038-LANDERS SOUTH GL #: 002300 - 742000	1.0000	EACH	\$39,500.0000	\$39,500.00

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

Total Ext. Price \$39,500.00

Purchase Order Total \$39,500.00

City Clerk



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: Landers South (dlehman@landersmemphis.com)

FROM: City of Hattiesburg

RE: Bid Request

DATE: 12/12/2023

This is a request to bid on the purchase of a new truck with the following specifications:

1. New 2023 or better 1500 Crew Cab Regular Bed in the color: White to be delivered to 139 Parkway Blvd Hattiesburg, MS 39401. Please do not include delivery/freight charges in this bid.

Total Price: \$ 39,500⁰⁰ PS 552035

PLEASE RETURN THIS BID BY 5:00M 12/15/2023 TO SLONDON@HATTIESBURGMS.COM

Vendor Signature: *[Signature]*



LANDERS CHRYSLER DODGE JEEP
315 GOODMAN RD E
SOUTHAVEN, MS 386719509

Priced Order Confirmation (POC)

Date Printed: 2023-12-06 10:41 AM VIN: 1C6RR7XT1PS592035 Quantity: 01
Estimated Ship Date: 2023-09-20 1:59 AM VON: 57554326 Status: KZ - Released by plant and
invoiced
Date Ordered: 2022-11-07 9:18 AM Ordered By: S29992T FAN 1: 
FAN 2:
Date Modified: 2023-02-09 11:04 AM Modified By: S29992T Client Code:
Bid Number: TB3135
PO Number:
Sold to: LANDERS CHRYSLER DODGE JEEP (43380) Ship to: LANDERS CHRYSLER DODGE JEEP (43380)
315 GOODMAN RD E 315 GOODMAN RD E
SOUTHAVEN, MS 386719509 SOUTHAVEN, MS 386719509

Vehicle: 2023 1500 SSV CREW CAB 4X4 (DS6T98)

	Sales Code	Description	MSRP(USD)
Model:	DS6T98	1500 SSV CREW CAB 4X4	47,450
Package:	26D	Customer Preferred Package 26D	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0
	DFK	8-Spd Auto 8HP70 Trans (Buy-US)	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*D7	Cloth Front Bench / Vinyl Rear Seat	50
	-X8	Black/Diesel Gray	0
Options:	NAS	50 State Emissions	0
	3AH	Price Protection - Code H	0
	DSA	Anti-Spin Differential Rear Axle	495
	4NU	Fuel Fill/Battery Charge	0
	2SQ	FCA Fleet Powertrain Care	0
	YGE	5 Additional Gallons of Gas	0
	4FT		0
	5TF	October Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4M1	Retail to Bid Diversion Tracking	0
	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4ES	Delivery Allowance Credit	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Bid Number:	TB3135	Government Incentives	0
Special Equipment:	99509B		0
	99509A		0
Destination Fees:			1,795

Total Price: 49,790.

Order Type: Fleet
Scheduling Priority: 1-Sold Order

PSP Month/Week:
Build Priority:

01

\$39,500

12/6/23 

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: Pine Belt Motors (Brad.Livingston@pinebeltmotors.com)

FROM: City of Hattiesburg

RE: Bid Request

DATE: 12/12/2023

This is a request to bid on the purchase of a new truck with the following specifications:

- 1. New 2023 or better 1500 Crew Cab Regular Bed in the color: White to be delivered to 139 Parkway Blvd Hattiesburg, MS 39401. Please do not include delivery/freight charges in this bid.**

Total Price: \$ 42235.00

PLEASE RETURN THIS BID BY 5:00M 12/15/2023 TO SLONDON@HATTIESBURGMS.COM

Vendor Signature: 

RETAIL BUYER'S ORDER

THIS IS NOT A BINDING CONTRACT

PINE BELT CDJR

6905 US HWY 98 W
HATTIESBURG, MS 39402
(601) 544-2430



Date	12/11/2023
Stock No.	5GV6098
Salesperson	N/A
County	LAMAR

Buyer(s) **CITY OF HATTIESBURG**

e-mail **NONE@AOL.COM**

Address **PO BOX 1898** City **HATTIESBURG** State **MS** Zip **39403**

Home Phone: **(601) 545-4682** Work Phone: **(000) 545-4626** Cell Phone: **(601) 545-4991**

Enter my order for: Year **2023** Make: **RAM** Model: **1500 CLASSIC**

Series **DS6L62** Color: _____ Body: _____

V.I.N. No. **3C6JR7DG0PG621536** Mileage: **11**

Engine Size **3.6L** Gas ☐ Diesel ☐ 4x4 ☐ AWD ☐ 2WD ☐

TRADE INFORMATION				MSRP			
Make _____	Model _____	Yr. _____		41,460	00		
Mileage _____	Body _____	Cyl. _____		PRICE AS ADVERTISED	38,196		
VIN # _____	Color _____			DEALER INSTALLED ACCESSORIES			
Pay-Off Information							
Lienholder _____							
Lienholder Phone _____							
Address _____							
Account No. _____							
Payoff Good Until _____							
Payoff Quote By _____							
Payoff Amount _____							
Trade Allowance _____							
I warrant that the balance owed on my trade-in is correct as stated in this purchase agreement that there are no liens other than those listed in this purchase agreement, and that if the actual amount is greater, I will reimburse Pine Belt CDJR, within 48 hours after notification. I understand that if the amount is less, Pine Belt CDJR, will reimburse the difference to me. I warrant my trade-in(s) ☐ HAS ☐ HAS NOT been Wrecked, Damaged Reconstructed, Rebuilt, Damaged by Flood, and does not have a Salvage or Reconstructed title. I also warrant that the emission control equipment is intact and operational I have not removed or altered said equipment while in my possession, nor do I have any knowledge of anyone else doing so. Buyers Signature _____ There is no warranty, expressed or implied, made by either the manufacturer or selling dealer on new factory vehicles except the warranties set forth in your manufacturer owner's manual. Mississippi's Implied Warranty Law may give this buyer additional rights.				TOTAL		38,196	00
				TRADE ALLOWANCE		N/A	
				SUBTOTAL		38,196	
				State Sales Tax 0.0 %		N/A	
				Title Fee		10.00	
				DOCUMENT FEE *		325.00	
				Sub-Total		38,531	
				REBATES		6,496	
				TRADE PAYOFF		N/A	
				CASH DOWN PAYMENT		N/A	
EXTENDED SERVICE PLAN							
Balance Due		32,034					

DISCLAIMER OF WARRANTIES: The Seller, Pine Belt CDJR, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and Pine Belt CDJR, neither assumes nor authorizes any other person to assume for it any liability in connection with this sale.

Seller specifically disclaims any warranty or obligation for the proper operation of any emission control equipment or the prior removal of same from the vehicle Buyer shall be solely responsible for compliance with any present or future laws or regulations affecting emissions of the vehicle.

The undersigned further warrants and agrees that Pine Belt CDJR, Inc. shall not be liable for any consequential damages, including but not limited to damages for inconvenience, annoyance and mental anguish.

All expressed warranties, if any, by a manufacturer or supplier are theirs, not the dealers, unless otherwise provided in writing and furnished to the buyer by the dealer.

THIS NEW VEHICLE RETAIL PURCHASE AGREEMENT

Is an offer to purchase the vehicle described herein on the terms specified herein and in the documents signed herewith. This agreement is not enforceable except upon the acceptance of PINE BELT CDJR. The buyer agrees that THERE ARE NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS except those which are written on any contract document and signed herewith. The Buyer agrees that all prior negotiated and verbal agreements and representations are merged into this instrument and the documents signed herewith and any representations, warranties, or agreements not contained within such documents are void and unenforceable. Purchaser acknowledges that the dealer profits from selling and providing goods and services including financing credit insurance, warranties, service or repair agreements, accessories, and other items. Any charge included in any agreement signed herewith may include a profit margin to the selling dealer, I WARRANT THAT I AM 18 YEARS OF AGE OR OLDER.

X

Buyers Signature

Buyer DR Lic #	N/A	State	
Co-Buyer DR Lic #		State	

*** "A DOCUMENT/SERVICE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW. HOWEVER, IT MAY BE CHARGED TO A BUYER/LESSEE FOR THE HANDLING OF DOCUMENTS AND PERFORMING OF SERVICES RELATED TO THE SALE OR LEASE AND MAY INCLUDE DEALER PROFIT. THIS NOTICE IS REQUIRED BY REGULATION OF THE MISSISSIPPI MOTOR VEHICLE COMMISSION."**

I HAVE READ AND REVIEWED THE ABOVE AND AGREE TO THE CONTENTS OF THIS BUYER'S ORDER

X **12/11/2023** **ACCEPTED BY**
 BUYER'S SIGNATURE DATE DEALER OR HIS AUTHORIZED REPRESENTATIVE

RETAIL BUYER'S ORDER

THIS IS NOT A BINDING CONTRACT

PINE BELT CDJR

6905 US HWY 98 W
HATTIESBURG, MS 39402
(601) 544-2430



Date	12/11/2023
Stock No.	
Salesperson	N/A
County	LAMAR

Buyer(s) **CITY OF HATTIESBURG**

e-mail **NO@NO.COM**

Address **401 BROADWAY DRIVE**

City **HATTIESBURG**

State **MS**

Zip **39401**

Home Phone: _____

Work Phone: _____

Cell Phone: **N/A**

Enter my order for: Year _____

Make: _____

Model: _____

Series _____

Color: _____

Body: _____

V.I.N. No. _____

Mileage: **0**

Engine Size _____

Gas ☐

Diesel ☐

4x4 ☐

AWD ☐

2WD ☐

TRADE INFORMATION

Make _____ Model _____ Yr. _____

Mileage _____ Body _____ Cyl. _____ Color _____

VIN # _____

Pay-Off Information

Lienholder _____

Lienholder Phone _____

Address _____

Account No. _____

Payoff Good Until _____

Payoff Quote By _____

Payoff Amount _____

Trade Allowance _____

I warrant that the balance owed on my trade-in is correct as stated in this purchase agreement that there are no liens other than those listed in this purchase agreement, and that if the actual amount is greater, I will reimburse Pine Belt CDJR, within 48 hours after notification. I understand that if the amount is less, Pine Belt CDJR, will reimburse the difference to me.

I warrant my trade-in(s) ☐ HAS ☐ HAS NOT been Wrecked, Damaged Reconstructed, Rebuilt, Damaged by Flood, and does not have a Salvage or Reconstructed title.

I also warrant that the emission control equipment is intact and operational I have not removed or altered said equipment while in my possession, nor do I have any knowledge of anyone else doing so.

Buyers Signature _____

There is no warranty, expressed or implied, made by either the manufacturer or selling dealer on new factory vehicles except the warranties set forth in your manufacturer owner's manual. Mississippi's Implied Warranty Law may give this buyer additional rights.

DISCLAIMER OF WARRANTIES: The Seller, Pine Belt CDJR, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and Pine Belt CDJR, neither assumes nor authorizes any other person to assume for it any liability in connection with this sale.

Seller specifically disclaims any warranty or obligation for the proper operation of any emission control equipment or the prior removal of same from the vehicle Buyer shall be solely responsible for compliance with any present or future laws or regulations affecting emissions of the vehicle.

The undersigned further warrants and agrees that Pine Belt CDJR, Inc. shall not be liable for any consequential damages. Including but not limited to damages for inconvenience, annoyance and mental anguish.

All expressed warranties, if any, by a manufacturer or supplier are theirs, not the dealers, unless otherwise provided in writing and furnished to the buyer by the dealer.

MSRP

N/A

PRICE AS ADVERTISED

47,400.00

DEALER INSTALLED ACCESSORIES

TOTAL

47,400.00

TRADE ALLOWANCE

N/A

SUBTOTAL

47,400.00

State Sales Tax **0.0** %

N/A

Title Fee

10.00

DOCUMENT FEE *

325.00

Sub-Total

47,735.00

REBATES

5,500.00

TRADE PAYOFF

N/A

CASH DOWN PAYMENT

N/A

EXTENDED SERVICE PLAN

Balance Due

42,235.00

THIS NEW VEHICLE RETAIL PURCHASE AGREEMENT

is an offer to purchase the vehicle described herein on the terms specified herein and in the documents signed herewith. This agreement is not enforceable except upon the acceptance of PINE BELT CDJR. The buyer agrees that THERE ARE NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS except those which are written on any contract document and signed herewith. The Buyer agrees that all prior negotiated and verbal agreements and representations are merged into this instrument and the documents signed herewith and any representations, warranties, or agreements not contained within such documents are void and unenforceable. Purchaser acknowledges that the dealer profits from selling and providing goods and services including financing credit insurance, warranties, service or repair agreements, accessories, and other items. Any charge included in any agreement signed herewith may include a profit margin to the selling dealer, I WARRANT THAT I AM 18 YEARS OF AGE OR OLDER.

X

Buyers Signature

Buyer DR Lic # **N/A**

State

Co-Buyer DR Lic #

State

* "A DOCUMENT/SERVICE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW. HOWEVER, IT MAY BE CHARGED TO A BUYER/LESSEE FOR THE HANDLING OF DOCUMENTS AND PERFORMING OF SERVICES RELATED TO THE SALE OR LEASE AND MAY INCLUDE DEALER PROFIT. THIS NOTICE IS REQUIRED BY REGULATION OF THE MISSISSIPPI MOTOR VEHICLE COMMISSION."

I HAVE READ AND REVIEWED THE ABOVE AND AGREE TO THE CONTENTS OF THIS BUYER'S ORDER

X
BUYER'S SIGNATURE

12/11/2023
DATE

ACCEPTED BY

DEALER OR HIS AUTHORIZED REPRESENTATIVE

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2401144

ITEM PRESSURE WASHER

BID #1

WINNING BID

COMPANY HUMPHRIES AUTO SUPPLY LLC/CARQUEST

BID

AMOUNT \$12,999.99

BID #2

COMPANY B & R INDUSTRIAL SUPPLY

BID

AMOUNT \$16,611.14

BID #3

COMPANY _____

BID

AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Ship To 1012
1202 James St
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2024

Page 1 of 1

Purchase Order Number **02401144**
Purchase Order Date **12/14/2023**
Department **STREET DIVISION**

FID 64-6000432

Vendor 48827
HUMPHRIES AUTO SUPPLY, LLC
DBA CARQUEST
6112 HWY 49
HATTIESBURG, MS 39401

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
601-545-8181	JEFFREYBUXTON@YAHOO.COM	48827	2401077	Cheryl Fluker	

NOTES

TWO-QUOTE FOR PRESSURE WASHER/MB#PENDING
PLEASE SEND INVOICE TO CFLUKER@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	NORTH STAR TRAILER MOUNTED HOT WATER PRESSURE WASHER 4000PSI, 200 GAL TANK GL #: 001201 - 739900	1.0000	EACH	\$12,999.9900	\$12,999.99

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

City Clerk

Total Ext. Price \$12,999.99
Purchase Order Total **\$12,999.99**



AUTO PARTS

PROUDLY SERVING A WORLD IN MOTIONSM
CARQUEST OF HATTIESBURG
6112 HWY 49
HATTIESBURG MS 39401

PAGE
REF#

1 OF 1
76532

PH: 601*545-8181 FX: 601-336-6955

QUOTE

SHOP ONLINE AT WWW.CARQUEST.COM



202023121314758000091910000076532458

ANY PRODUCT RETURNED FOR CREDIT MUST BE ACCOMPANIED BY THIS RECEIPT.

SEE CARQUEST STORE FOR DETAILS OF THE COAST TO COAST GUARANTEE.

CITY OF HATTIESBURG ACCTG DEPT
PO BOX 1898
HATTIESBURG, MS 39401

CITY OF HATTBURG PURCHAS
P O BOX 1898
HATTIESBURG, MS 39401

INVOICE NO.	CUSTOMER NO.	DATE	CUST. P.O. NO.		SALES ID	TEAMMATE ID	FORM OF PYMT.		
14758-QUOTE	091910	12/13/2023				*BG	QUOTE		
MFG. PART NUMBER			ORDERED	SHIPPED	LIST PRICE	NET	NET CORE	EXT. AMOUNT	TAX
1	NIF 157595 NORTH STAR	1	1		21666.65	12999.99	0.00	12999.99	N/N
* TRAILER-MOUNTED HOT WATER PRESSURE WASHER 4000PSI, 200 GAL TANK									
WARRANTY DISCLAIMER: * The factory warranty constitutes all of the warranties with respect to the sale of all items. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of all items.									
SHIP VIA	DELV. TIME	DELV. ID	FREIGHT	TAXABLE AMT.	SALES TAX	TOTAL CORE	PREV. DEPOSIT		
	38:38 8M			0.00	0.00				
RECEIVED BY X		QUOTE ONLY! THIS IS NOT AN INVOICE!				PAY THIS AMOUNT ▶	12999.99		

03:09 PM



AUTO PARTS

PROUDLY SERVING A WORLD IN MOTIONSM



ANY PRODUCT RETURNED FOR CREDIT MUST BE ACCOMPANIED BY THIS RECEIPT.

SEE CARQUEST STORE FOR DETAILS OF THE COAST TO COAST GUARANTEE.

TO
SHIP
TO

TO
SHIP
TO

INVOICE NO.	CUSTOMER NO.	DATE	CUST. P.O. NO.		SALES ID	TEAMMATE ID	FORM OF PYMT.		
MFG. PART NUMBER			ORDERED	SHIPPED	LIST PRICE	NET	NET CORE	EXT. AMOUNT	TAX
WARRANTY DISCLAIMER: * The factory warranty constitutes all of the warranties with respect to the sale of all items. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of all items.									
SHIP VIA	DELV. TIME	DELV. ID	FREIGHT	TAXABLE AMT.	SALES TAX	TOTAL CORE	PREV. DEPOSIT		
	86:86 8M								
RECEIVED BY X						PAY THIS AMOUNT ▶			



BRINDSUPPLY.COM
Nationwide: 800-844-2747
Phone: 601-649-4393
Fax: 601-649-9300

PLEASE REMIT TO:
PO Box 868
Laurel, MS
39441-0868

Q U O T E

ATT : ACCOUNTS PAYABLE

CASH ACCOUNT

CITY OF HATTIESBURG

CUSTOMER NUMBER		SALESREP	QUOTE DATE M D Y			EXPIRY DATE M D Y			REQUIRED DATE M D Y			QUOTE NUMBER
CASH		COUNTER	12	05	2023	12	15	2023	12	05	2023	49033
TERMS		CURRENCY	CONTACT TELEPHONE/EMAIL									
NET 30 DAYS		USD										
PRODUCT	DESCRIPTION					U/M	ORDER QTY	PRICE		EXTENSION		
PRE-TR6012PRO35	PRESSURE WASHER W/ TRAILER 5.5GPM/3500PSI					EA	1.00	15524.4250		15524.43		
SUB-TOTAL		HAZMAT CHARGE	FREIGHT		HANDLING		SALES TAX		TOTAL			
15,524.43		0.00	0.00		0.00		1,086.71		16,611.14			

Sent By : Jay S

Approved By : _____

Print Name : _____

Date : _____

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2401147

ITEM FORKLIFT

BID #1

WINNING BID

COMPANY PUCKETT RENTS

BID

AMOUNT \$18,000.00

BID #2

COMPANY UNITED RENTALS

BID

AMOUNT \$22,567.00

BID #3

COMPANY _____

BID

AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Ship To 1012
1202 James St
Hattiesburg, MS 39401

Vendor 3987
PUCKETT RENTS
7128 US HIGHWAY 49 N
HATTIESBURG, MS 39402-9374

Purchase Order

Fiscal Year 2024

Page 1 of 1

Purchase Order Number **02401147**
Purchase Order Date **12/14/2023**
Department **STREET DIVISION**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	FORREST.TOLAND@PUCKETTREN TS.COM	3987	2401079	Cheryl Fluker	

NOTES

TWO QUOTE-FORKLIFT/CONST DEPT.MB#PENDING
PLEASE SEND INVOICE TO CFLUKER@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2015 CAT P5000 FORKLIFT RE4620 SN:AT3542035 GL #: 001201 - 739900	1.0000	EACH	\$18,000.0000	\$18,000.00

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

Total Ext. Price

\$18,000.00

Purchase Order Total

\$18,000.00

City Clerk





BRANCH 26J
45 BLACKWELL BLVD
HATTIESBURG MS 39402-9107
601-261-0660
601-261-0620 FAX

Job Site
UNITED RENTALS
45 BLACKWELL BLVD
HATTIESBURG MS 39402-9107
Office: 601-545-4682 Job: 601-545-4682

CITY OF HATTIESBURG
PO BOX 1898
PURCHASING DEPT
HATTIESBURG MS 39403-1898

SALE QUOTE

228233903

Customer # : 1240488
Quote Date : 12/13/23

UR Job Loc : 45 BLACKWELL BLVD, H
UR Job # : 10
Customer Job ID:
P.O. # :
Ordered By : PERRY THOMAS
Written By : CHRISTOPHER GRIFFIN
Salesperson : CHRISTOPHER GRIFFIN

**This is not an invoice
Please do not pay from this document**

Contract # 06320-URI. 8200054316 MS #

Qty	Equipment #	Price	Amount
1	10725660 CC: 231-1200 FORKLIFT WHSE 5000# GAS/LP Make: TOYOTA Model: 8FGU25 Model Year: 18 HR OUT: 2075.300	22567.00 Serial #: 8FGU25-84285	22567.00
Sub-total:			22567.00
Total:			22567.00

CONTACT: PERRY THOMAS

Note: This proposal may be withdrawn if not accepted within 30 days.

WHERE PERMITTED BY LAW, UNITED RENTALS MAY IMPOSE A SURCHARGE OF 1.8% FOR CREDIT CARD PAYMENTS ON CHARGE ACCOUNTS. THIS SURCHARGE IS NOT GREATER THAN OUR MERCHANT DISCOUNT RATE FOR CREDIT CARD TRANSACTIONS AND IS SUBJECT TO SALES TAX IN SOME JURISDICTIONS.
THIS IS NOT A SALE AGREEMENT/INVOICE. THE ITEMS LISTED ABOVE ARE SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S SALE AGREEMENT/INVOICE WHICH ARE AMENDED FROM TIME TO TIME AND POSTED ONLINE AT <https://www.unitedrentals.com/legal/sale-agreement> AND INCORPORATED HEREIN BY REFERENCE. A PAPER COPY OF THE SALE AGREEMENT/INVOICE TERMS IS AVAILABLE UPON REQUEST.

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2401194

ITEM EQUIPMENT FOR UNITS 21715, 21718, 21719

BID #1

WINNING BID

COMPANY EMERGENCY EQUIPMENT PROFESSIONAL INC

BID

AMOUNT \$21,420.50

BID #2

COMPANY JACKSON UPFITTERS

BID

AMOUNT \$26,671.30

BID #3

COMPANY _____

BID

AMOUNT _____

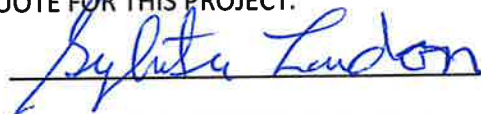
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Ship To 1032
#1 Government Plaza
Police Department
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2024

Page 1 of 1

Purchase Order Number **02401194**
Purchase Order Date 12/18/2023
Department **HATTIESBURG POLICE DEPARTMENT**

FID 64-6000432

Vendor 2733
EMERGENCY EQUIPMENT PROFESSIONAL INC
PO BOX 1739
SOUTHAVEN, MS 38671-1739

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	SWITT@EPROINC.COM	2733	1703	Valente Hunt	

NOTES

EQUIPMENT UNIT# 21715, 21718, 21719-HPD MB/PENDIN

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	QUOTE# 217514 K9 INSERT, INUT, 20-23 ITEM#HVS. K9-F28-1 GL #: 001100 - 638400	3.0000	EACH	\$2,839.0000	\$8,517.00
2	K9 TRANSPORT HOT N POP UNIT OP ITEM# K9-A-201 GL #: 001100 - 638400	3.0000	EACH	\$1,695.0000	\$5,085.00
3	K9 TRANSPORT & WINDOW GUARD OP ITEM# K9-A-104 GL #: 001100 - 638400	3.0000	EACH	\$375.0000	\$1,125.00
4	REMOTE PAGER FOR HOT N POP ITEM# K9-A-336 GL #: 001100 - 638400	3.0000	EACH	\$482.0000	\$1,446.00
5	INSTALLATION FOR UNIT #21715, 21718, 21719 GL #: 001100 - 638400	3.0000	EACH	\$1,500.0000	\$4,500.00
6	SHIPPING FEE GL #: 001100 - 612000	1.0000	EACH	\$747.5000	\$747.50

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

Total Ext. Price \$21,420.50

Purchase Order Total \$21,420.50

City Clerk

Remit To:

EEP
PO BOX 1739
Southaven, MS. 38671
PH: (662) 280-4729
Fax:(662) 342-7251



QUOTE
217514

CUSTOMER NO.
876

BILL TO:

Hattiesburg City Of
Accounting Dept
P O Box 1898
Hattiesburg, MS 39403-1898

SHIP TO:

SAME AS BILL TO

PHONE: 601/582-3311
FAX: 601/545-4563

Visit our website at www.emergencyequipment.us

PAGE 1

DATE	SHIP VIA	F.O.B.	TERMS
12/07/23	SHIP COMPLETE		NET 30 DAYS
PURCHASE ORDER NUMBER	ORDER DATE	SALESPERSON	OUR QUOTE NUMBER
	12/07/23	DSL DSL	217514

QUANTITY		ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
REQUIRED	SHIPPED				
HOURS		MODEL#:	VIN#:		
MILES		SERIAL#:	PUMP#:		
UNIT#		NAME:	TRANS#:		
YEAR:		DATE SOLD:			
COMMENTS #1: K9 PI UTILITY					
3		HVS.K9-F28-1	K9, INSERT, INUT, 20-23,	2,839.00	8,517.00
3		HVS.K9-A-201	K9 Transport Hot-N-Pop Unit Op	1,695.00	5,085.00
3		HVS.K9-A-104	K9 Transport & Window guard op	375.00	1,125.00
3		HVS.K9-A-336	REMOTE PAGER FOR HOT N POP AND	482.00	1,446.00
3		@MIS	INSTALLATION	1,500.00	4,500.00
			INSTALLATION OF ABOVE EQUIPMENT		

EQUIPMENT TOTAL 20,673.00

Please note: Invoices paid by Credit Card will have a 3% fee added to the Total Quote Amount shown below

FREIGHT ADDED BELOW

Pricing quotes are estimates only. Due to volatility in material cost, pricing, surcharges, etc., orders will not be accepted until pricing is verified from the vendor. Both the purchaser and Emergency Equipment Professionals, Inc. will approve final pricing before the order is finalized.

If the supplier to EEP modifies prices after the order has



Product Total	Discount	Freight	Taxable Amount	Tax	Misc. Amt.	QUOTATION TOTAL
---------------	----------	---------	----------------	-----	------------	-----------------

Terms and Conditions: Interest will be charged at the rate of 1 1/2% per month, or 18% annually on any unpaid balance. Customer agrees to pay reasonable attorney's fee and all other costs of collection after default. All orders received "As Ordered" and returned are subject to a 20% restocking fee. No returns are allowed without prior written approval from Emergency Equipment Professionals. All shortages and discrepancies must be reported to Emergency Equipment Professionals within 10 days of receipt of shipment. No cash refunds will be given.

Remit To:

EEP
PO BOX 1739
Southaven, MS. 38671
PH: (662) 280-4729
Fax: (662) 342-7251



QUOTE
217514

CUSTOMER NO.
876

BILL TO:

Hattiesburg City Of
Accounting Dept
P O Box 1898
Hattiesburg, MS 39403-1898

SHIP TO:

SAME AS BILL TO

PHONE: 601/582-3311
FAX: 601/545-4563

Visit our website at www.emergencyequipment.us

PAGE 2

DATE		SHIP VIA		F.O.B.		TERMS			
12/07/23		SHIP COMPLETE				NET 30 DAYS			
PURCHASE ORDER NUMBER			ORDER DATE		SALESPERSON		OUR QUOTE NUMBER		
			12/07/23		DSL DSL		217514		
QUANTITY		ITEM NUMBER		DESCRIPTION		UNIT PRICE		AMOUNT	
REQUIRED	SHIPPED								

been submitted, the customer will have the right to cancel without penalty.



QUOTE DATE 12/7/23
QUOTE EXPIRES 12/29/2023

EXPECTED DELIVERY 2/25/2024

Product Total	Discount	Freight	Taxable Amount	Tax	Misc. Amt.	QUOTATION TOTAL
20,673.00		747.50	20,673.00	0.00		21,420.50

Terms and Conditions: Interest will be charged at the rate of 1 1/2% per month, or 18% annually on any unpaid balance. Customer agrees to pay reasonable attorney's fee and all other costs of collection after default. All orders received "As Ordered" and returned are subject to a 20% restocking fee. No returns are allowed without prior written approval from Emergency Equipment Professionals. All shortages and discrepancies must be reported to Emergency Equipment Professionals within 10 days of receipt of shipment. No cash refunds will be given.

Jackson Upfitters
575 Moselle Oak Grove Rd
Ellisville Ms 39437
601-319-3286
shane@jacksonupfitters.com

Estimate

Number E106

Date 12/8/2023

Bill To

City of Hattiesburg Purchasing Departmen
Hattiesburg Police Department
PO Box 1898
Hattiesburg, MS, 39403

Ship To

PO Number	Terms	Customer #	Service Rep	Project
-----------	-------	------------	-------------	---------

Description	Quantity/Hours	Price/Rate	Amount
K9-F28-1 Standard K9 Transportation system for 2020-2023 Ford Interceptor Utility-White (comes with window guard	3	\$3,334.50	\$10,003.50
K9-A-201 K9 Transport Hot-N -Pop Unit Option	3	\$2,109.00	\$6,327.00
K9-A-336 Remote Pager kit w/ 27 Mhz Antenna System	3	\$844.00	\$2,532.00
K9-A-104 10" Exhaust fan w/ window mount	3	\$444.60	\$1,333.80
Installation of complete system	3	\$2,000.00	\$6,000.00
Freight	1	\$475.00	\$475.00

Delivery date: No later 01
Feb 2024
Price Expiration:01 Feb 2024

Amount Paid \$0.00

Amount Due \$26,671.30

Discount \$0.00

Shipping Cost \$0.00

Sub Total \$26,671.30

Total \$26,671.30

Christopher Shane Jackson



12/08/2023

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OO# 2401209

ITEM 9TH ST BALLPARK-SCOREBOARD

BID #1

WINNING BID

COMPANY BUCKHAULTS ELECTRIC SERVICE

BID

AMOUNT \$8,775.00

BID #2

COMPANY RAINEY ELECTRONICS

BID

AMOUNT \$10,750.00

BID #3

COMPANY _____

BID

AMOUNT _____

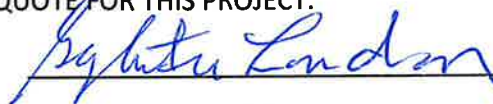
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Ship To 9998
NON APPLICABLE

Purchase Order

Fiscal Year 2024

Page 1 of 1

Purchase Order Number **02401209**
Purchase Order Date **12/18/2023**
Department **PARKS & REC MAINT DIV**

FID 64-6000432

Vendor 2350
BUCKHAULTS ELECTRIC SERVICE
600 HARRISON ST
ELLISVILLE, MS 39437

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	RICHARD@BUCKHAULTZELECTRIC.COM	2350	2401136	Akira Lewis	

NOTES

P&R 9TH ST BALLPARK-TWO QUOTE MB PENDING-SCOREBOAR

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	LABOR TO INSTALL ONE SCOREBOARD AT 9TH ST BALLPARK AS SPECIFIED IN THE PROVIDED DIAGRAM. VENDOR SHALL PRIME, PAINT, AND RATE THE STEEL COLUMNS IN ACCORDANCE TO LOCAL CODES FOR HATTIESBURG MS POINT OF CONTACT WILL BE BETSY MERCIER OR JON WILLOW 7692996908 GL #: 002300 - 699900	1.0000	EACH	\$8,775.0000	\$8,775.00

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

Total Ext. Price

\$8,775.00

Purchase Order Total

\$8,775.00

City Clerk



MAYOR
Toby Barker

COUNCIL - WARD ONE

Jeffrey George

COUNCIL - WARD TWO

Deborah Denard Delgado

COUNCIL - WARD THREE

Carter Carroll

COUNCIL - WARD FOUR

Dave Ware

COUNCIL - WARD FIVE

Nicholas Brown

TO: Buckhaults Electric (info@buckhaultselectric.com)

FROM: City of Hattiesburg

RE: Bid Request

DATE: 12/8/2023

LOCATION: 9th St Ballpark

This is a request to bid on installing 1 new scoreboard at 9th St Ballpark. The scoreboard is located at 139 Parkway Blvd Hattiesburg, MS. Project specifications are as follows:

One crated scoreboard to be picked up from Tatum Park (139 Parkway Blvd) and installed at 9th St Ballpark. Installation does not include electrical work. Vendor must install scoreboard as specified in the attached diagram. Vendor shall prime, paint, and rate the steel columns in accordance to local codes for Hattiesburg, MS.

Total Price: \$8,775.00

PLEASE RETURN THIS BID BY December 15, 2023 TO SLONDON@HATTIESBURGMS.COM

Vendor Signature:

Richard Buckhaults





MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: Rainey Electronics (jlarsson@raineyelectronics.com)

FROM: City of Hattiesburg

RE: Bid Request

DATE: 12/8/2023

LOCATION: 9th St Ballpark

This is a request to bid on installing 1 new scoreboard at 9th St Ballpark. The scoreboard is located at 139 Parkway Blvd Hattiesburg, MS. Project specifications are as follows:

One crated scoreboard to be picked up from Tatum Park (139 Parkway Blvd) and installed at 9th St Ballpark. Installation does not include electrical work. Vendor must install scoreboard as specified in the attached diagram. Vendor shall prime, paint, and rate the steel columns in accordance to local codes for Hattiesburg, MS.

Total Price: \$10,750.⁰⁰

PLEASE RETURN THIS BID BY December 15, 2023 TO SLONDON@HATTIESBURGMS.COM

Vendor Signature:

Robert Rainey / VP 12/12/2023

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2401232

ITEM SECURITY CAMERAS

BID #1

WINNING BID

COMPANY GILLILANDS ELECTRONICS SUPPLY CO

BID

AMOUNT \$14,380.00

BID #2

COMPANY PRO1 SECURITY & COMMUNICATIONS

BID

AMOUNT \$18,419.64

BID #3

COMPANY _____

BID

AMOUNT _____

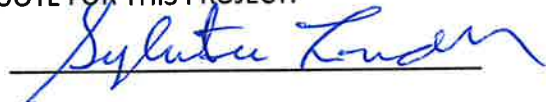
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Ship To 1002
200 Forrest St - 1st Floor
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2024

Page 1 of 1

Purchase Order Number **02401232**
Purchase Order Date **12/19/2023**
Department **INFORMATION TECHNOLOGY**

FID 64-6000432

Vendor 2905
GILLILANDS ELECTRONICS SUPPLY CO
PO BOX 2052
HATTIESBURG, MS 39403-2052

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	JARED@GILLMS.COM	2905	2401156	Sherry Brown	

NOTES

TWO QUOTE: SECURITY CAMERAS - CITY HALL - MBPENDIN

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	VITEK TRANSCENDENT LIT 4 MEGAPIXEL FIXED LENS IP TURRENT CAMERA GL #: 001091 - 636500 \$4,680.00	24.0000	EACH	\$195.0000	\$4,680.00
2	VITEK CAMERA WALL MOUNT BRACKET GL #: 001091 - 636500 \$180.00	6.0000	EACH	\$30.0000	\$180.00
3	TRENDNET 16 PORT GIGABIT POE+ SWITCH GL #: 001091 - 636500 \$1,185.00	3.0000	EACH	\$395.0000	\$1,185.00
4	APC UPS, 650VA, 120/120V, 4 NEMA 5-15R AND 4 NEMA 5-15R SURGE OUTLETS GL #: 001091 - 636500 \$585.00	3.0000	EACH	\$195.0000	\$585.00
5	CAT5E NETWORK CABLE FRM CAMERA TO SWITCH LOCATION GL #: 001091 - 635500 \$3,000.00	24.0000	EACH	\$125.0000	\$3,000.00
6	LABOR - 3 MEN GL #: 001091 - 603500 \$4,750.00	1.0000	EACH	\$4,750.0000	\$4,750.00

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

Total Ext. Price \$14,380.00

Purchase Order Total **\$14,380.00**

City Clerk



QUOTE #100

SENT ON:

Dec 19, 2023

RECIPIENT:

City of Hattiesburg - IT Department

200 Forrest Street
Hattiesburg, Mississippi 39401

72 Industrial Drive
Hattiesburg, Mississippi 39401

Phone: 6015448812

Email: jared@gillms.com

Website: www.gillms.com

Product/Service	Description	Qty.	Unit Price	Total
Equipment Cost	Vitek Transcendent Lite 4 MegaPixel Fixed Lens IP Turret Camera	24	\$195.00	\$4,680.00
Equipment Cost	Vitek Camera Wall Mount Bracket	6	\$30.00	\$180.00
Equipment Cost	TRENDnet 16-Port Gigabit PoE+ Switch	3	\$395.00	\$1,185.00
Equipment Cost	APC UPS, 650VA, 120/120V, 4 NEMA 5-15R and 4 NEMA 5-15R Surge Outlets	3	\$195.00	\$585.00
Installation	Cat5e Network Cable from Camera to Switch Location	24	\$125.00	\$3,000.00
Labor	Labor - 3 Men	1	\$4,750.00	\$4,750.00



Total

\$14,380.00

This quote is valid for the next 30 days, after which values may be subject to change.

Signature: _____ Date: _____

Pro 1
255 Mclemore Road
Hattiesburg, MS 39401
601-544-4504
pro1.billing@gmail.com



Quote

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

Date 12/19/2023

Quote # 2265

Description	Qty	Total
CCTV QUOTE FOR CITY HALL	1	0.00T
CAT 6 DROP	24	5,280.00T
4 MP TURRET CAMERA	24	7,199.76T
HIKVISION CONDUIT BASE	6	209.94T
600VA BATTERY BACKUP	3	509.97T
16 PORT GB POE SWITCH	3	899.97T
HOURLY LABOR 2 MEN	24	4,320.00T
No Sales Tax (Recurring)		0.00

THIS BID IS GOOD FOR
30 DAYS

Total

\$18,419.64

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2401239

ITEM TSP PORTABLE RENTAL

BID #1

WINNING BID

COMPANY B CLEAN LLC

BID

AMOUNT \$28,686.00

BID #2

COMPANY SOUTHERN ON SITE

BID

AMOUNT \$30,280.00

BID #3

COMPANY _____

BID

AMOUNT _____

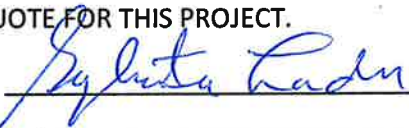
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Ship To 9998
NON APPLICABLE

Vendor 2176
B CLEAN LLC
PO BOX 1054
LAUREL, MS 39441-1054

Purchase Order

Fiscal Year 2024

Page 1 of 1

Purchase Order Number **02401239**

Purchase Order Date 12/20/2023

Department **PARKS & REC MAINT DIV**

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	CHRIS.HODGE@BCLEANLLC.COM	2176	2401161	Akira Lewis	

NOTES

PR TSP PORTABLE RENTAL TWO QUOTE MB PENDING

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	RENTAL OF 12 REGULAR TOILETS, 1 HANDICAP PORTABLE TOILET AND 2 HANDWASH STATIONS WITH WEEKLY CLEANING AND STOCKING SERVICES BEGINNING JAN 1, 2024 UNTIL JAN 1, 2025 GL #: 002300 - 644900	1.0000	EACH	\$28,686.0000	\$28,686.00

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

Total Ext. Price \$28,686.00

Purchase Order Total **\$28,686.00**


City Clerk



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: BClean (chris.hodge@bcleanllc.com)

FROM: City of Hattiesburg

DATE: 12/19/2023

RE: Portable Toilet and Hand wash Rental Quote: REVISED

This is a request to bid on the rental of 12 regular portable toilets, 1 handicap portable toilet, 2 handwash stations with weekly cleaning and stocking service beginning January 1, 2024 until January 1, 2025 as specified below:

1. Twelve (12) regular portable toilets with a once per week cleaning and stocking service included, One (1) handicap portable toilet with a once per week cleaning and stocking service included. Two (2) hand wash stations with a once per week cleaning and stocking service included. One (1) additional cleaning and restock service from March 1, 2024 until December 31, 2024. Toilets and handwash stations are to be delivered to Town Square Park at 100 Main Street Hattiesburg MS 39401, and picked up by vendor at the end of this bid.

The City of Hattiesburg will coordinate with the vendor to schedule weekly cleaning and restock service days.

Total Yearly Amount \$28,686.00

Vendor Signature: *Christa Manning*

This estimate is based on a 28 day billing cycle

Please return this bid sheet to slondon@hattiesburgms.com by 12/22/23 before 5:00pm.





MAYOR
Toby Barker

COUNCIL - WARD ONE:
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: Southern on Site (southernonsite1@gmail.com)

FROM: City of Hattiesburg

DATE: 12/19/2023

RE: Portable Toilet and Hand wash Rental Quote: REVISED

This is a request to bid on the rental of 12 regular portable toilets, 1 handicap portable toilet, 2 handwash stations with weekly cleaning and stocking service beginning January 1, 2024 until January 1, 2025 as specified below:

1. Twelve (12) regular portable toilets with a once per week cleaning and stocking service included, One (1) handicap portable toilet with a once per week cleaning and stocking service included. Two (2) hand wash stations with a once per week cleaning and stocking service included. One (1) additional cleaning and restock service from March 1, 2024 until December 31, 2024. Toilets and handwash stations are to be delivered to Town Square Park at 100 Main Street Hattiesburg MS 39401, and picked up by vendor at the end of this bid.

The City of Hattiesburg will coordinate with the vendor to schedule weekly cleaning and restock service days.

Total Yearly Amount \$30,280.00

Vendor Signature

Please return this bid sheet to slondon@hattiesburgms.com by 12/22/23 before 5:00pm.

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2401244

ITEM PORTABLE RESTROOM

BID #1

WINNING BID

COMPANY COMFORTS OF HOME SERVICES INC

BID

AMOUNT \$51,379.80

BID #2

COMPANY NRT SALES LLC

BID

AMOUNT \$53,260.00

BID #3

COMPANY _____

BID

AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.


Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2024

Page 1 of 1

Purchase Order Number **02401244**
Purchase Order Date **12/20/2023**
Department **ENGINEERING**

FID 64-6000432

Vendor 50410
COMFORTS OF HOME SERVICES INC
410 RATHBONE AVE
AURORA, IL 60506

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	LAURA@COHSI.COM	50410	2401167	Lakecia Buckhalter	

NOTES

PORTABLE RESTROOM -(2 QUOTE BID) PENDING
PLEASE SEND THE INVOICE TO SHENSARLING@HATTIESBURGMS.COM.....THANKS.

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	QUOTE# LD5382 - 3 STATION 17' HANDICAP ACCESSIBLE LOWERING RESTROOM TRAILER DIRECT TO SEWER, WATER AND POWER - PORTABLE RESTROOMS FOR COMMON PARK GL #: 001402 - 604900	1.0000	EACH	\$51,379.8000	\$51,379.80

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

Total Ext. Price

\$51,379.80

Purchase Order Total

\$51,379.80


City Clerk



410 Rathbone Ave
Aurora, IL 80506
Office: 630-905-8002
Fax: 847-574-7600
Email: info@cohsl.com
www.cohsl.com

QUOTATION
LD5382
Date: 12/12/2023
Quote is good for 30 days

RESTROOM, SHOWER, COMBINATION AND SPECIALTY TRAILER SALES

CUSTOMER (BUYER)		SHIP TO:
Name: City of Hattiesburg	Phone: 601 818 4121	Name:
Address:		Address:
City, State: Hattiesburg MS		City, State:
Zip:		Contact: Sid Gonsoulin
Email(s): sgonoulin@hattiesburgms.com		Phone: 601 818 4121

3 Station 17' Handicap Accessible Lowering restroom trailer direct to sewer, water and power

Interior Color	Exterior Color	Quantity	Base Price Each	
		1	\$38,695.00	
				TOTAL BASE PRICE
				\$38,695.00

*All Interior Color Choices include waterproof White Trfm Package

- STANDARD ITEMS - ALL TRAILERS -

- Oversized Structural Steel Beams
- All Steel Cage Construction
- EZ Lube Hubs (non-lowering trailers)
- Poly Insulation
- Smooth Aluminum Exterior Siding
- One Piece Aluminum Seamless Roof
- Electric Brakes
- Keyed alike Locks
- Independent Torsion Axles
- Commercial PEX Water Lines
- Chip Resistant Undercoating
- Marine Grade Sub Floor
- 2 5/16" Trailer Receiver
- 16" - 8 lug rims

- STANDARD ITEMS - PER TRAILER DESIGN -

- A/C (13,500 BTU)
- Heavy Duty Fold-up Alum. Steps & Handle
- Timed Faucets
- LED Interior - Exterior Trailer Lighting
- Scissor Jack Stabilizers
- FRP (fiberglass wall panels)
- Vinyl sheet flooring

Valterra 3"
RV style.
1 per tank.

COHSI Standard Dump Valve

Power Options:
110V plug(s) - cord(s) included
30 amp plug(s) - cord sold separate
50 amp plug(s) - cord sold separate
Direct wire

Doors on Streetside / Doors on Curbside
Circle your choice

☐ Check if this is a Handicap Accessible unit that will be used in California (design and price modifications may be necessary)

See the next page for Optional Items

Pictures and Layouts are for reference only and may not reflect the final product - subject to COHSI Engineer Review

OPTIONAL ITEMS, DELIVERY, AND TOTAL COSTS

1	Options listed on page 2	\$10,330.00	\$	10,330.00
				0
				Trailer Sub-Total:
				\$49,025.00
		Sales Tax (when applicable)	State:	Tax Rate:
812	Delivery Charge per Mile	Price TBD Pre-Production	Bumper Pull	\$
				2.90
				\$ 2,354.80

No specific certifications, stamps or seals are provided or implied with this trailer....
Such items may be made available from a third party, at an additional cost (must request prior to build)
Signed Quote and 50% Deposit are required to place order on Production Schedule*
Final payment of unit will be due upon completion, and before delivery - Storage Fees may apply after 7 days*
*50% Deposit and Final Payment are due as noted unless other arrangements are approved by management.

FINAL PRICE	
Financing Available (WAC)	\$51,379.80
PO NET 45	\$ 51,379.80

Trailer must be Pumped Out before Transport

Notes: * 3" banjo dump valve * Wire for 3 hand dryers by each sink * Customer to provide hand dryers (110) * sewer connection by utility room out the side





QUOTATION
LD5362

OPTIONAL ITEMS

Qty	Option	\$/ea.	Total \$
	Interior upgrade to Smooth White, Gray or Taupe FRP Panels with White Chair Rail (per Trailer foot)	\$40	\$0
	Interior upgrade to Shiplap Accent Wall behind sink(s) (per square foot)	\$30	\$0
	Interior upgrade to Stainless Steel Subway Tile Accent Wall behind sink(s) (per square foot)	\$40	\$0
	Upgrade to High Privacy Metal Partitions from Standard Partitions - increased height w/ Privacy Door (per Stall)	\$60	\$0
	Upgrade to Non Stock Partition Color (Stock Partition: Latte, Slate, Charcoal)	\$250	\$0
	Upgrade to 2 Panel Doors from Standard Partitions (per Door)	\$300	\$0
	Generator Box Mounted on Tongue of Trailer with Vinyl Cover	\$500	\$0
	Remote Monitoring Application (includes Deep Cycle Battery)	\$1,200	\$0
	Single Solar Panel (includes Deep Cycle Battery)	\$850	\$0
	Deep Cycle Battery (per Battery)	\$250	\$0
	Aluminum Diamond Plate Fold-up Ramp and Railing - Drop Box Units (wheelchair access)	\$5,500	\$0
	Aluminum Sectional Ramp with 5' Platform & Railing - On site assembly required (not included)	\$3,500	\$0
		\$8,750	\$8,750
	Lowering Handicap Accessible Module w/ Fold-up Ramp & Railing - Hydraulic Lowering (wheelchair access, Grinder Pump Toilet required)	\$10,500	\$0
	Outreach Lift System - Handicap lift ramp with additional step (attendant is required to operate)	\$7,500	\$0

Qty	Option	\$/ea.	Total \$
	Coin Rubber Floor (per Trailer foot)	\$80	\$0
	Aluminum Wheels (styles may vary)	\$125	\$0
	Powered Vent / Skylight with Vent Cover	\$240	\$0
	Diamond Plate Rock Guard	\$450	\$0
		\$350	\$350
	Vacant / Occupied LED Indicator (operated by Timer)	\$125	\$0
	Water tank / pump, 105 gallons	\$850	\$0
	Water tank / pump, 140 gallons	\$900	\$0
	Water tank / pump, 225 gallons (215 gallons usable)	\$1,050	\$0
	Water tank / pump, 300 gallons (275 gallons usable)	\$1,450	\$0
	Water tank / pump, 400 gallons (380 gallons usable)	\$1,600	\$0
	Hot Water Heater (Utility - Handwash)	\$300	\$0
	Replace LPG Tankless w/ Electric (increases power requirement)	\$300	\$0
	Fiberglass Subfloor - per Trailer foot (included w/ shower trailers)	\$110	\$0
	Wall Heater	\$245	\$0
	Cold Weather Package (per Trailer foot) - Helps trailer operate more comfortably in conditions around the freezing temp of 32 degrees. Power MUST always be on	\$100	\$0
	Dual 40# Propane Tanks mounted on Tongue - shipped empty	\$600	\$0
	Dual 100# Propane Tanks mounted on Tongue (no generator) - shipped empty	\$900	\$0
		\$1,200	\$480
	Music Amp w/ 2 speakers (Bluetooth and USB card)	\$550	\$0
	Additional Speaker	\$150	\$0
	Generator 8000	\$2,200	\$0
	Electric Front Jack (requires battery)	\$450	\$0
			\$0

Qty	Option	\$/ea.	Total \$
	Upgrade to Diamond Plate Rock Guard	\$250	\$750
	Add Toilet	\$450	\$0
	Add Urinal	\$450	\$0
	Add Sink (Wall-Mount / Pedestal)	\$475	\$0
	Upgrade from Single Pedestal Sink to Single Cabinet Vanity	\$400	\$0
	Upgrade from Single Pedestal Sink to Double Skirted Sink (existing layout permitting)	\$650	\$0
	Single Framed Mirror	\$150	\$0
	Double Framed Mirror	\$280	\$0
	Fold Down Seat (15")	\$300	\$0
	Fold Down Seat (18")	\$350	\$0
	Baby Changing Station (vertical or horizontal)	\$400	\$0
	12" x 4" Stainless Steel Shelf	\$65	\$0
			\$0

Qty	Customer Installed Accessories	\$/ea.	Total \$
	Double Roll Toilet Paper Dispenser	\$40	\$0
	Stainless Steel C-Fold Towel Dispenser	\$175	\$0
	Enmotion Hands Free Towel Dispenser	\$250	\$0
	Stainless Steel Garbage Can	\$350	\$0
	Foaming or Liquid Soap Dispenser	\$50	\$0
	Sanitary Napkin Disposal SS	\$70	\$0
			\$0
			\$0
			\$0

Options selected are highlighted in blue.

OPTIONS PRICE
\$10,330.00

AGREEMENTS:

- *It is the purchaser's responsibility to research and provide us with any codes or build standards unique to your area that affect the trailer construction or use.
- *Comforts of Home Services, Inc. is not responsible for State, Local, or any "other" requirements related to Building Codes and/ or Compliance.
- *Deposit must be received within 72 hours to secure production space. Once the deposit is received, your order may not be cancelled or refunded.
- *Items are the sole property of Comforts of Home Services Inc until full payment is made and must be turned over if payment isn't made within 90 days of delivery.
- *Quoted lead times are estimated. Production times may vary due to circumstances beyond our control.
- *Any specific requests must be noted on this quote form, or we will build to our standards. This includes but is not limited to materials, fixture locations, and overall design.
- *Items discussed, but not listed on this quotation, will not be added to your final trailer build. This is a custom trailer being built for you.
- *Your signature below will serve as acceptance and approval of all trailer pricing, specifications, accessories, and designs listed on this quote.
- *In no event shall seller be liable for any non-performance, delay in performance, or any other variation from Seller's performance obligations, nor for any loss or damage to any goods supplied to Buyer, when occasioned directly or indirectly by any cause beyond the reasonable control of Seller or its suppliers, vendors, subcontractors, or other representatives or agents, including, but not limited to, communication line failures; power failures; natural disasters; disease/ Pandemic; or acts of God, acts of criminals or a public enemy, war, riot; official or unofficial acts; contracts, regulations or restrictions of any domestic or foreign governmental agency; acts of Buyer or its employees, representatives or agents; strikes or labor difficulties; or failures, shortages, or delays in Seller's usual sources of labor or materials. Seller shall automatically be entitled to a reasonable extension of all periods of performance when delayed by any such cause.

V08_23

I acknowledge that I have received and accept the Comforts of Home Services, Inc Terms and Conditions

(Initials)

Signature: _____

Print Name: _____

Date: _____



NRT Sales LLC
 NY, IL, TN, CA
 Office: 1-877-727-3621 ext.101
 Fax: 716-276-0640
 Email: bill@nrtsales.com

QUOTE
 2023-12-ADA+2

Date: 20-Dec-23
 Quote is good for 45 days



QUOTE

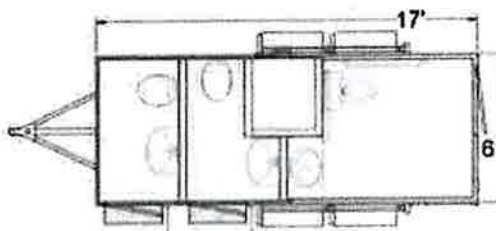
Name: Sid Gonsoulin
 Address:
 City, State: Hattiesburg MS
 Zip:

City of Hattiesburg

Phone: 601 818 4121
 Fax:
 Email: sgonsoulin@hattiesburgms.com

SHIP TO:
 Business:
 Address: TBD
 City, State: Hattiesburg MS
 Contact:
 Phone:

2023 - 17 ft ADA + 2 Station - Restroom Trailer



Quantity - 1
 Each - \$53,260.00
BASE PRICE
\$53,260.00



STANDARD ITEMS:

- Heavy Duty Fold-up Alum. Steps & Handle
- Oversized Structural Steel Beams
- Steel Construction (No Wood Framing)
- HD Tube Framed Doors & Hydraulic Closures
- Battery Powered Trailer Runaway Protection
- Poly Insulation
- Smooth Aluminum Exterior Siding
- One Piece Aluminum Seamless Roof
- Dexter (ITS) Independent Torsion Axles
- Scissor Jack Levelers
- Keyed alike Locks
- LED Interior-Exterior Trailer Lighting Package
- Commercial PEX Water Lines
- Electric Brakes
- 2 - 5/16" Trailer Receiver
- Chip Resistant Undercoating
- 3" Waste Connection

See the next page for Optional Items

Pictures are for reference only

1	Options listed on page 2					\$	-
						Sub Total:	\$53,260.00
						\$	-
Number of units	1	Mileage from Mfg.	812	\$	2.60	\$	2,111.00

FINAL PRICE

\$55,371.00

EST LEAD TIME: 18 weeks

50% DEPOSIT	\$	27,685.50
PO NET 30 upon completion	\$	27,685.50

Notes:

3 year warranty
 3-20 Amp Plug In
 Direct connect to water and sewer

Color Choice - Exterior	Crystal White
Color Choice - Exterior - Upgrade	
Color Choice - Flooring	Gray Plank
Color Choice - Flooring - Upgrade	
Color Choice - Partition	Slate (Gray)
Color Choice - Interior	Gray FRP
Color Choice - Interior - Upgrade	
Color Choice - Interior Trim	White Wood



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Betsy Mercier, Director of Parks and Recreation
cc:
Date: Tuesday, January 2, 2024
Re: Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.
File Number: 2024-12
Minute Book #

Summary

Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.

Recommendation Statement

I am recommending approval for the sale of grave spaces.

Please place this on the January 2, 2024 City Council meeting for consideration.

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 Lora Luvene, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 59

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 2nd day of January, 2024.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of January, 2024.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Melvin Lee Person, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 64

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 2nd day of January, 2024.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of January, 2024.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Valencia R. Hopkins, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 10

Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of January, 2024.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of January, 2024.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Malcolm Clark, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 89

Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of January, 2024.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of January, 2024.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Malcolm Clark, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 89 Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day January, 2024

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of January, 2024

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Anna Stuart & Paul Eugene Everett, 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 81 Section Number 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day January, 2024

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of January, 2024

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Carlos A. Hopkins, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 10

Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of January, 2024.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of January, 2024.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Flynt Phillip Wayne, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½)

Lot 100

Section Number: 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of January, 2024.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(SEAL)

**STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR**

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of January 2024.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Wayne Stringer, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 44 Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day January, 2024

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of January, 2024

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of THREE HUNDRED AND NO/100 Dollars (\$300.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Johnathan Robinson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number: 69

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing Two (2) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of January, 2024.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(SEAL)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of January 2024.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Johnathan Robinson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot Number: 74

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 2nd day of January, 2024.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of January, 2024.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, William H. & Denise C. Jones, 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 79 Section Number 20

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 2nd day January, 2024

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of January, 2024

My Commission Expires:

NOTARY PUBLIC

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Lora Luvene

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 59, Section 35, Highland Cemetery

Malcolm Clark

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 89, Section 39, Highland Cemetery

Malcolm Clark

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 89, Section 39, Highland Cemetery

Melvin Lee Person

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 64, Section 35, Highland Cemetery

Valencia R. Hopkins

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 10, Section 39, Highland Cemetery

Anna Stuart & Paul Eugene Everett

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 81, Section 38, Highland Cemetery

Flynt Phillip Wayne

(4) Spaces \$ 700.00

East Half (E ½)

Lot 100, Section 39, Highland Cemetery

Wayne Stringer

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 44, Section 39, Highland Cemetery

Johnathan Robinson

(1) Space \$ 150.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 74, Section 2, South Hill Cemetery

Carlos A. Hopkins

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 10, Section 39, Highland Cemetery

Johnathan Robinson

(2) Spaces \$ 300.00

Northeast Quarter (NE ¼)

Lot 69, Section 2, South Hill Cemetery

Johnathan Robinson

(1) Space \$ 150.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 69, Section 2, South Hill Cemetery

Johnathan Robinson

(2) Spaces \$ 300.00

Southwest Quarter (SW ¼)

Lot 69, Section 2, South Hill Cemetery

William H. & Denise C. Jones

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 79, Section 20, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12/19/ 2023

SOLD TO:

Mr. Mrs. Miss Johnathan Robinson

ADDRESS 32 South Fork DR, Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 74 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

ck# 5017

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12/19/ 2023

SOLD TO:

Mr. Mrs. Miss Johnathan Robinson

ADDRESS 32 South Fork DR, Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

NE 1/4 Lot No. 69 Section No. 2 in South Hill Cemetery

Number of grave spaces 2 Price per grave space \$ 150.00

Price Received \$ 300.00

ck# 5017

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12/19/ 2023

SOLD TO:

Mr. Mrs. Miss Johnathan Robinson

ADDRESS 32 South Fork DR, Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 69 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

ck# 5017

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-05 2023

SOLD TO:

Mr. Mrs. Miss

Malcolm Clark

ADDRESS

205 S 15th Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW 1/4 Lot No. 89 Section No. 39 in Highland Cemetery

Number of grave spaces

2

Price per grave space \$ 175.00

Price Received \$

350.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Tyler Avera

Supt. of City Cemeteries

Credit Card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12/11/ 2023

SOLD TO:

Mr. Mrs. Miss

Valencia R. Hopkins

ADDRESS

304 Vernon Dahmer DR, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE 1/4 Lot No. 10 Section No. 39 in Highland Cemetery

Number of grave spaces

1

Price per grave space \$ 175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Deborah Borne

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-05 2023

SOLD TO:

Mr. Mrs. Miss

Malcolm Clark

ADDRESS

205 S 15th Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 89 Section No. 39 in Highland Cemetery

Number of grave spaces

1

Price per grave space \$ 175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Tyler Avera

Credit Card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-20 2023

SOLD TO:

Mr. Mrs. Miss

Melvin Lee Person

ADDRESS

737 South Genie Street Petal MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 64 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By

Tyler Avera
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-28 2023

SOLD TO:

Mr. Mrs. Miss

Anna Stuart Everett, Paul Eugene Everett

ADDRESS

5131 W 11th Street Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

NW 1/4 Lot No. 81 Section No. 38 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By

Tyler Avera
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-22 2023

SOLD TO:

Mr. Mrs. Miss

Flynt Phillip Wayne

ADDRESS

3 Red Cedar Trail Petal. MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 1/4 Lot No. 100 Section No. 39 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ 175.00

Price Received \$ 700.00

PK # 2390

CITY OF HATTIESBURG, MISSISSIPPI

By

Tyler Avera

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12/19/ 2023

SOLD TO:

Mr. Mrs. Miss Johnathan Robinson

ADDRESS 32 South Fork DR, Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW 1/4 Lot No. 69 Section No. 2 in South Hill Cemetery

Number of grave spaces 2 Price per grave space \$ 150.00

Price Received \$ 300.00

ck # 5017

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11/22/ 2023

SOLD TO:

Mr. Mrs. Miss Lara Luvene

ADDRESS 145 N. Wandridge Lane, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 59 Section No. 35 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 Burne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12/11/ 2023

SOLD TO:

Mr. Mrs. Miss Carlos A Hopkins

ADDRESS 304 Vernon Dahmer DR, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 10 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burne

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-18 2023

SOLD TO:

Mr. Mrs. Miss

Wayne Stringer

ADDRESS

1 Highland Circle Abilene Texas 79601

desires to purchase the grave space described below, subject to Cemetery regulations.

NE 1/4 Lot No. 44 Section No. 39 in Highland Cemetery

Number of grave spaces

2

Price per grave space \$

175.00

Price Received \$

350.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Tyler Avera

Supt. of City Cemeteries

Credit Card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-20 2023

SOLD TO:

Mr. Mrs. Miss

William H. Jones - Denise C. Jones

ADDRESS

333 Moss Lane Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

NW 1/4 Lot No. 79 Section No. 20 in Highland Cemetery

Number of grave spaces

2

Price per grave space \$

175.00

Price Received \$

350.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Tyler Avera

Supt. of City Cemeteries

Credit Card



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, January 2, 2024
Re: Approve claims docket for the period ending December 31, 2023.
File Number: 2024-13
Minute Book #

Summary

Approval of claims docket.

Recommendation Statement

I recommend approval of this item.

Please place this on the January 2, 2024 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
001000						BALANCE SHEET						
001000 060100						GAS/LUBRICANT-CITY BARN						
003497		MAPLES GAS COMPANY	270547	2401185	2024 3 INV P		8,396.15	122923		300466	DIESEL	
049752		PIGOTT OIL COMPANY	SI-2820	2401186	2024 3 INV P		14,469.06	122923		300494	GAS/FUEL STATION	
ACCOUNT TOTAL							22,865.21					
001000 115000						COLLECTION FEES						
004271		SOUTHERN FINANCIAL S	CMCHAT2 11/2-12/1/23	0	2024 3 INV P		238.24	122923		300521	POLICE FINES COLLEC	
004271		SOUTHERN FINANCIAL S	CMCHAT3 11/2-12/1/23	0	2024 3 INV P		772.30	122923		300522	POLICE FINES COLLEC	
							1,010.54					
ACCOUNT TOTAL							1,010.54					
ORG 001000 TOTAL							23,875.75					
001001						REVENUES						
001001 222100						BUILDING PERMIT/INSPECTION						
050426		AMERICAN AIR (REFUND	REFUND-310 MILLER	0	2024 3 INV P		45.00	122923		300362	REFUND PERMIT FOR 3	
ACCOUNT TOTAL							45.00					
001001 222600						ELECTRICAL INSPECTION						
048984		DOLEAC ELEC (REFUND)	REFUND 12/20/23	0	2024 3 INV P		50.00	122923		300405	REFUND PERMIT NO.EL	
ACCOUNT TOTAL							50.00					
001001 396500						REFUND & RECOVERY						
004171		SHEMPER, MICHAEL J P	RETURNED CHK CHG	0	2024 3 INV P		7.00	122923		300518	VENDOR RETURNED CHE	
ACCOUNT TOTAL							7.00					
ORG 001001 TOTAL							102.00					
001015						CITY COURT						
001015 501000						OTHER EXPENDABLE OFF.SPL						
003810		OFFICE PRODUCTS PLUS	1042045-0	2401211	2024 3 INV P		287.61	122923		300488	MASKS, GLOVES AND S	
ACCOUNT TOTAL							287.61					
001015 604900						OTHER PROFESSIONAL SERV.						
049257		JC DIAZ	107	0	2024 3 INV P		200.00	122923		300444	SPANISH TRANSLATOR	
ACCOUNT TOTAL							200.00					
001015 604901						OTHER PROF-TECHNOLOGY						
004050		RICOH CORP	38788515	0	2024 3 INV P		287.51	122923		300508	COURT RICOH COPIER	
ACCOUNT TOTAL							287.51					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001015	630500					ELECTRICITY					
003700	MS POWER COMPANY	E2023-19	DEC	0		2024	3	INV P	237.07	122923	300478 MISSISSIPPI POWER-V
ACCOUNT TOTAL									237.07		
ORG 001015 TOTAL									1,012.19		
001020				MAYOR/ADMIN.							
001020	511500					FOOD					
002500	COCA COLA BOTTLING C	39087964051		0		2024	3	INV P	138.75	122923	300392 ADMIN/WATER
ACCOUNT TOTAL									138.75		
001020	5460PR					MINOR EQUIPMENT PUB RELATIONS					
004575	WALMART STORES INC	893332619345718		2400897		2024	3	INV P	224.34	122923	300543 CHRISTMAS TREE FOR
ACCOUNT TOTAL									224.34		
001020	604900					OTHER PROFESSIONAL SERV.					
003414	LEXISNEXIS MATTHEW B	39618439		0		2024	3	INV P	52.08	122923	300459 MS CODE ANNO 200 FO
ACCOUNT TOTAL									52.08		
001020	615000					ADVERTISING					
002299	BOY SCOUTS OF AMERIC	2024 DISTINGUISHED		0		2024	3	INV P	1,000.00	122923	300374 ADVERTISEMENT FOR P
ACCOUNT TOTAL									1,000.00		
001020	615300					ADVERTISING-MAYOR'S YOUTH CONF					
003216	J M H GRAPHICS	40781		2401063		2024	3	INV P	1,585.42	122923	300440 APPAREL FOR MAYOR'S
ACCOUNT TOTAL									1,585.42		
001020	684000					DUES AND MEMBERSHIPS					
003694	MS MUNICIPAL LEAGUE	37151		0		2024	3	INV P	19,892.00	122923	300476 ADMIN - MML MEMBER
ACCOUNT TOTAL									19,892.00		
001020	684500					REGISTRATION FEE/TUITION					
047485	MISSISSIPPI ECONOMIC	86480		0		2024	3	INV P	363.00	122923	300474 MEC YEARLY MEMBERSH
ACCOUNT TOTAL									363.00		
ORG 001020 TOTAL									23,255.59		
001040				MUNICIPAL CLERK							
001040	615000					ADVERTISING					
003141	HUB CITY SPOKES	102908		0		2024	3	INV P	193.56	122923	300436 LEGAL NOTICES 11.30
003141	HUB CITY SPOKES	103000		0		2024	3	INV P	160.08	122923	300436 LEGAL NOTICES 12.7.
									353.64		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			353.64			
					ORG 001040 TOTAL			353.64			
PURCHASING DIV.											
001045	636500				0	OFFICE EQUIPMENT R&M					
001045	002406	CANON FINANCIAL SERV	31749847		0	2024	3	INV P	160.10	122923	300381 SC#8200067907 BW ME
					ACCOUNT TOTAL			160.10			
					ORG 001045 TOTAL			160.10			
URBAN DEVELOPMT											
001090	684000				0	DUES AND MEMBERSHIPS					
001090	002157	ASSN OF STATE FLOODP	180.00		0	2024	3	INV P	180.00	122923	300365 ASSOC OF STATE FLOO
					ACCOUNT TOTAL			180.00			
					ORG 001090 TOTAL			180.00			
INFO TECHNOLOGY											
001091	636500				2304963	2024	3	INV P	3,790.25	122923	300451 KRONOS RENEWAL - IT
001091	003342	KRONOS INCORPORATED	12169214		2304963	2024	3	INV P	3,790.25	122923	300451 KRONOS RENEWAL - IT
003583	003583	METRIX SOLUTIONS	M101373		2401038	2024	3	INV P	13,982.50	122923	300470 TWO QUOTE - BARRACU
004482	004482	TYLER TECHNOLGIES IN	025-446591		0	2024	3	INV P	15,805.50	122923	300539 ENERGOV SUPPORT & M
					ACCOUNT TOTAL			33,578.25			
DATA PROCESSING EQUIP.											
001091	732700				2401180	2024	3	INV P	9,990.00	122923	300401 COMPUTERS FOR VARIO
001091	002613	DAKTECH COMPUTERS	346883		2401180	2024	3	INV P	9,990.00	122923	300401 COMPUTERS FOR VARIO
					ACCOUNT TOTAL			9,990.00			
					ORG 001091 TOTAL			43,568.25			
GEN.GOV'T.BLDG											
001092	561000				2401097	2024	3	INV P	257.70	122923	300468 R1003 SLOAN KITS/CI
001092	003543	MCELHANEY PLUMBING I	298822		2401097	2024	3	INV P	257.70	122923	300468 R1003 SLOAN KITS/CI
003543	003543	MCELHANEY PLUMBING I	299065		2401233	2024	3	INV P	380.80	122923	300468 CITY HALL/ELECTRIC
								638.50			
					ACCOUNT TOTAL			638.50			
ELECTRICITY											
001092	630500				0	2024	3	INV P	706.48	122923	300477 MISSISSIPPI POWER-V
003700	003700	MS POWER COMPANY	E2023-11 DEC		0	2024	3	INV P	706.48	122923	300477 MISSISSIPPI POWER-V
003700	003700	MS POWER COMPANY	E2023-19 DEC		0	2024	3	INV P	3,519.76	122923	300478 MISSISSIPPI POWER-V
								4,226.24			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
						ACCOUNT TOTAL			4,226.24			
						ORG 001092 TOTAL			4,864.74			
001093 INTERMODAL FAC O&M												
001093 630500 ELECTRICITY												
003700 MS POWER COMPANY		E2023-19 DEC		0	2024	3	INV	P	2,033.02	122923	300478 MISSISSIPPI POWER-V	
						ACCOUNT TOTAL			2,033.02			
						ORG 001093 TOTAL			2,033.02			
001095 G/G INS.OTH SER												
001095 602700 MEDICAL												
002856 FORREST GENERAL HOSP		EAP331-113023		0	2024	3	INV	P	1,785.00	122923	300419 EMPLOYEE ASST PROG	
						ACCOUNT TOTAL			1,785.00			
001095 604900 OTHER PROFESSIONAL SERV.												
002523 COMCAST CABLEVISION		DEC/15-JAN 14		0	2024	3	INV	P	483.96	122923	300393 COMCAST BUSINESS-CI	
003256 JOHNSON CONTROLS, IN		1-131102265323		2401274	2024	3	INV	P	3,659.00	122923	300447 M & V SERVICES AND	
004694 ZAC FAIRLEY APPRAISA		1148		0	2024	3	INV	P	600.00	122923	300552 APPRAISAL REPORTS F	
						ACCOUNT TOTAL			4,742.96			
001095 606000 TELEPHONE AND TELEGRAPH												
002158 AT&T		L2023-12/23		0	2024	3	INV	P	101.95	122923	300366 AT&T A BLUE LIGHTS	
						ACCOUNT TOTAL			101.95			
						ORG 001095 TOTAL			6,629.91			
001100 POLICE/PUB.SFTY												
001100 500300 PAPER												
003810 OFFICE PRODUCTS PLUS		1041234-0		2401082	2024	3	INV	P	297.26	122923	300488 OFFICE SUPPLIES AND	
003810 OFFICE PRODUCTS PLUS		1041234-1		2401082	2024	3	INV	P	21.15	122923	300488 OFFICE SUPPLIES AND	
									318.41			
						ACCOUNT TOTAL			318.41			
001100 501000 OTHER EXPENDABLE OFF.SPL												
003810 OFFICE PRODUCTS PLUS		1041234-0		2401082	2024	3	INV	P	283.88	122923	300488 OFFICE SUPPLIES AND	
						ACCOUNT TOTAL			283.88			
001100 546000 MINOR EQUIPMENT												
002802 FERGUSON ENTERPRISES		5472186		2401139	2024	3	INV	P	264.95	122923	300416 REPLACEMENT URINAL	
						ACCOUNT TOTAL			264.95			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001100	570000					MTR VEHICLE	REP.	PTS/SPL			
002060	ADVANCE AUTO PARTS	560433477885	2401053	2024	3	INV	P		544.76	122923	300356 PARTS FOR UNITS#177
002060	ADVANCE AUTO PARTS	5604334877912	2401017	2024	3	INV	P		1,656.10	122923	300356 PARTS FOR VARIOUS U
002060	ADVANCE AUTO PARTS	5604335578027	2401246	2024	3	INV	P		398.87	122923	300356 PARTS FOR SHOP AND
									2,599.73		
003713	MS STATE/TAX COMM/UN	NEW TAG UNIT # 22149	0	2024	3	INV	P		16.00	122923	300481 NEW TAG/UNIT # 2214
004514	UNIVERSITY TIRE & SE	INV227709	2401151	2024	3	INV	P		4,013.51	122923	300540 TIRES FOR STOCK-HPD
004514	UNIVERSITY TIRE & SE	INV227765	2401158	2024	3	INV	P		1,093.28	122923	300540 TIRES FOR STOCK-HPD
									5,106.79		
048827	CARQUEST	14758-32855	2401227	2024	3	INV	P		399.20	122923	300382 EQUIPMENT FOR SHOP-
048827	CARQUEST	14758-32856	2401226	2024	3	INV	P		107.54	122923	300382 PARTS FOR UNIT#1676
048827	CARQUEST	14758-32905	2401231	2024	3	INV	P		823.80	122923	300382 PARTS FOR SHOP AND
048827	CARQUEST	14758-32906	2400263	2024	3	INV	P		32.31	122923	300382 PART FOR UNIT#17741
048827	CARQUEST	14758-32907	2400455	2024	3	INV	P		48.01	122923	300382 PARTS FOR SHOP-HPD
048827	CARQUEST	14758-32921	2401248	2024	3	INV	P		162.59	122923	300382 PART FOR UNIT# 1970
									1,573.45		
						ACCOUNT TOTAL			9,295.97		
001100	603000					VETERINARIAN					
003106	HOLLAND VETERINARY H	72348	0	2024	3	INV	P		35.21	122923	300433 VET VISIT FOR CANIN
						ACCOUNT TOTAL			35.21		
001100	604900					OTHER PROFESSIONAL SERV.					
002471	CINTAS CORPORATION #	4176421113	0	2024	3	INV	P		54.83	122923	300387 MAT RENTALS FOR SAF
003825	OWENS BUSINESS MACHI	480592	2401150	2024	3	INV	P		985.00	122923	300489 COPIER REPAIR FOR R
004008	RAYNER, JACK	111128	0	2024	3	INV	P		7,200.00	122923	300505 POLYGRAPH FOR 2024
047011	JANI-KING OF SOUTH E	SEM12230230	2400899	2024	3	INV	P		2,444.54	122923	300443 CLEANING SAFETY COM
047025	POWERS OF MISSISSIPP	223001	0	2024	3	INV	P		675.00	122923	300498 REPAIRS TO THE DESI
047025	POWERS OF MISSISSIPP	223032	0	2024	3	INV	P		577.80	122923	300498 LABOR ON VAV'S- HPD
									1,252.80		
050453	ST TAMMY PARISH	392474	0	2024	3	INV	P		10.63	122923	300529 DOCUMENT REQUEST FO
						ACCOUNT TOTAL			11,947.80		
001100	606000					TELEPHONE AND TELEGRAPH					
002158	AT&T	0563149329001 12/23	0	2024	3	INV	P		46.70	122923	300368 POLICE DISPATCH
002158	AT&T	54549101030591 12/23	0	2024	3	INV	P		201.08	122923	300367 POLICE DISPATCH

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
										247.78		
ACCOUNT TOTAL										247.78		
001100	611000					TRAVEL EXPENSE						
002349	BUCKHALTER, LASHUAND	BUCKHALTER/98460T	0	2024	3	INV	P	37.00	122923	300377	L. BUCKHALTER REIMB	
ACCOUNT TOTAL										37.00		
001100	630000					GAS						
004321	SPIRE	2023-12/11	0	2024	3	INV	P	5,558.09	122923	300527	SPIRE-(MILMUT GAS)	
ACCOUNT TOTAL										5,558.09		
001100	630500					ELECTRICITY						
003700	MS POWER COMPANY	E2023-11 DEC	0	2024	3	INV	P	2,142.05	122923	300477	MISSISSIPPI POWER-V	
003700	MS POWER COMPANY	E2023-19 DEC	0	2024	3	INV	P	10,381.86	122923	300478	MISSISSIPPI POWER-V	
										12,523.91		
ACCOUNT TOTAL										12,523.91		
001100	638400					MOTOR VEHICLE EQ. R&M						
002169	AUTOMOTIVE GLASS SPE	I259325	2400764	2024	3	INV	P	395.00	122923	300370	WINDSHIELD FOR UNIT	
002169	AUTOMOTIVE GLASS SPE	I259412	2400856	2024	3	INV	P	50.00	122923	300370	WINDOW REPAIR FOR U	
										445.00		
002733	EMERGENCY EQUIPMENT	489867	2400720	2024	3	INV	P	1,417.00	122923	300409	EQUIPMENT INSTALLAT	
003476	MAACO COLLISION REPA	28911	2400700	2024	3	INV	P	2,568.67	122923	300464	REPAIR TO UNIT#2171	
047725	HI-FI CRUISIN	128577	2400864	2024	3	INV	P	810.00	122923	300431	REWIRE VARIOUS UNIT	
048687	AFFORDABLE AUTO	17595	2401140	2024	3	INV	P	751.10	122923	300357	REPAIRS TO UNIT# 17	
ACCOUNT TOTAL										5,991.77		
001100	639800					TOW IN CHARGES						
003389	LARRY'S WRECKER SERV	13362	0	2024	3	INV	P	70.00	122923	300456	TOWING OF UNIT #204	
ACCOUNT TOTAL										70.00		
001100	740000					AUTOMOBILES						
050312	PREMIER AUTOMOTIVE	1C4RDHAG5PC589433	2400898	2024	3	INV	P	39,454.00	122923	300499	DODGE DURANGO FOR D	
ACCOUNT TOTAL										39,454.00		
ORG 001100 TOTAL										86,028.77		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001131				JOINT P&F TRNG.							
001131	507100			BOOKS-FIRE							
003270	JONES & BARTLETT PUB	822638		2401100	2024	3	INV	P	1,826.31	122923	300448 FIRE DEPT BOOKS
				ACCOUNT TOTAL					1,826.31		
001131	535500			WEARING APPAREL							
002879	GALL'S LLC	026505665		2400964	2024	3	INV	P	759.86	122923	300422 TRAINER CLOTHING
				ACCOUNT TOTAL					759.86		
001131	546600			HAZ.MAT SUPPLIES							
003744	NAFECO-NORTH AMERICA	1240193		2400499	2024	3	INV	P	419.28	122923	300483 HAZMAT SUPPLIES
003744	NAFECO-NORTH AMERICA	1243311		2400499	2024	3	INV	P	226.50	122923	300483 HAZMAT SUPPLIES
									645.78		
049761	BOUND TREE MEDICAL L	85107475		2304385	2024	3	INV	P	14.20	122923	300373 MEDICAL SUPPLIES
				ACCOUNT TOTAL					659.98		
001131	612000			FREIGHT							
002879	GALL'S LLC	026505665		2400964	2024	3	INV	P	38.01	122923	300422 TRAINER CLOTHING
				ACCOUNT TOTAL					38.01		
001131	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2023-11 DEC		0	2024	3	INV	P	874.44	122923	300477 MISSISSIPPI POWER-V
				ACCOUNT TOTAL					874.44		
001131	6845FR			REGISTRATION-FIRE							
004331	STATE FIRE ACADEMY	31665		0	2024	3	INV	P	675.00	122923	300531 DRIVER/OPERATOR NFP
004331	STATE FIRE ACADEMY	31752		0	2024	3	INV	P	175.00	122923	300531 FIRE OFFICER 1021 I
									850.00		
				ACCOUNT TOTAL					850.00		
001131	6845PO			REGISTRATION-POLICE							
049418	THARPE CONSULTING	HPD CDI 1027		0	2024	3	INV	P	750.00	122923	300532 REG FEE FOR 2 OFFIC
				ACCOUNT TOTAL					750.00		
				ORG 001131					5,758.60		
001160				FIRE DIVISION							
001160	501000			OTHER EXPENDABLE OFF.SPL							
050056	AMAZON CAPITAL	1QPW-46GF-4WVX		2401042	2024	3	INV	P	6.72	122923	300361 HFD SAFETY APPERAL
050056	AMAZON CAPITAL	1R7Y-WFC3-4XGJ		2401042	2024	3	INV	P	223.35	122923	300361 HFD SAFETY APPERAL

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
											230.07		
ACCOUNT TOTAL											230.07		
001160	510000	CLEANING/JANITORIAL SPLY											
002471	CINTAS CORPORATION # 4176560921	0	2024	3	INV	P		28.27	122923		300387	HFD MECHANIC SHOP J	
002471	CINTAS CORPORATION # 4177284926	0	2024	3	INV	P		31.02	122923		300387	HFD MECHANIC SHOP J	
002471	CINTAS CORPORATION # 4178009010	0	2024	3	INV	P		28.27	122923		300387	HFD MECHANIC SHOP J	
											87.56		
ACCOUNT TOTAL											87.56		
001160	535000	UNIFORMS, BADGES, ETC.											
003744	NAFECO-NORTH AMERICA 1237638	2400145	2024	3	INV	P		68.58	122923		300483	HFD UNIFORM PANTS F	
003744	NAFECO-NORTH AMERICA 1246522	2400501	2024	3	INV	P		4,526.28	122923		300483	HFD UNIFORM PANTS F	
											4,594.86		
ACCOUNT TOTAL											4,594.86		
001160	535500	WEARING APPAREL											
003744	NAFECO-NORTH AMERICA 1242449	2400529	2024	3	INV	P		741.14	122923		300483	HFD HOODS AND BOOTS	
050056	AMAZON CAPITAL 1QPW-46GF-4WVX	2401042	2024	3	INV	P		92.47	122923		300361	HFD SAFETY APPERAL	
050056	AMAZON CAPITAL 1R7Y-WFC3-4XGJ	2401042	2024	3	INV	P		252.62	122923		300361	HFD SAFETY APPERAL	
											345.09		
ACCOUNT TOTAL											1,086.23		
001160	545000	HAND TOOLS											
050056	AMAZON CAPITAL 1R7Y-WFC3-4XGJ	2401042	2024	3	INV	P		136.23	122923		300361	HFD SAFETY APPERAL	
ACCOUNT TOTAL											136.23		
001160	559000	OTHER OPERATING MATL/SPLY											
002194	BARDING GENERATOR & 11175	2401277	2024	3	INV	P		379.90	122923		300371	HFD BATTERY FOR NEW	
ACCOUNT TOTAL											379.90		
001160	560500	ELECTRICAL SUPPLIES											
002883	GARNER LUMLEY ELECTR 605783	2401142	2024	3	INV	P		1,037.80	122923		300423	HFD ADMIN ELECTRICI	
ACCOUNT TOTAL											1,037.80		
001160	570000	MTR VEHICLE REP. PTS/SPL											
003818	O'REILLY AUTO PARTS 0943-474871	2400346	2024	3	INV	P		447.94	122923		300487	HFD BC20 UNIT #2009	
003818	O'REILLY AUTO PARTS 0943-482665	2401119	2024	3	INV	P		50.94	122923		300487	HFD ENGINE 7 UNIT #	
003818	O'REILLY AUTO PARTS 0943-483421	2401210	2024	3	INV	P		119.94	122923		300487	HFD NEW PLATFORM LA	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3				ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
												618.82		
ACCOUNT TOTAL												618.82		
001160	611000													
050420	POPE MASON		9964		0	2024	3	INV	P	204.00	122923	300495	HFD MASON POPE TRAV	
ACCOUNT TOTAL												204.00		
001160	612000													
003744	NAFECO-NORTH AMERICA	1246522		2400501	2024	3	INV	P		70.00	122923	300483	HFD UNIFORM PANTS F	
050056	AMAZON CAPITAL	1QPW-46GF-4WVX		2401042	2024	3	INV	P		63.82	122923	300361	HFD SAFETY APPERAL	
050056	AMAZON CAPITAL	1R7Y-WFC3-4XGJ		2401042	2024	3	INV	P		50.35	122923	300361	HFD SAFETY APPERAL	
												114.17		
ACCOUNT TOTAL												184.17		
001160	630000													
004321	SPIRE	2023-12/11		0	GAS	2024	3	INV	P	184.48	122923	300527	SPIRE-(MILMUT GAS)	
004321	SPIRE	G2023-15 DEC		0		2024	3	INV	P	190.15	122923	300527	SPIRE-(MILMUT GAS)	
004321	SPIRE	G2023-19 DEC		0		2024	3	INV	P	891.15	122923	300527	SPIRE-(MILMUT GAS)-	
												1,265.78		
ACCOUNT TOTAL												1,265.78		
001160	630500													
003700	MS POWER COMPANY	E2023-11 DEC		0	ELECTRICITY	2024	3	INV	P	311.99	122923	300477	MISSISSIPPI POWER-V	
003700	MS POWER COMPANY	E2023-19 DEC		0		2024	3	INV	P	2,829.45	122923	300478	MISSISSIPPI POWER-V	
												3,141.44		
004282	SOUTHERN PINE ELECTR	E2023-12.05		0		2024	3	INV	P	84.55	122923	300523	SOUTHERNPINE ELECTR	
ACCOUNT TOTAL												3,225.99		
001160	635000													
049755	RAINEY MILLWORKS,LLC	18977		2400904	2024	3	INV	P		212.80	122923	300503	HFD STATION 5 REPAI	
049755	RAINEY MILLWORKS,LLC	18978		2400902	2024	3	INV	P		807.80	122923	300503	HFD STATION 5 REPAI	
												1,020.60		
ACCOUNT TOTAL												1,020.60		
001160	638000													
003152	HUGHES SUPPLY	S170224523.001		2401148	2024	3	INV	P		69.78	122923	300437	HFD STATION 6 REPAI	
ACCOUNT TOTAL												69.78		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
001160	639000			COMMUNICATION EQ. R&M							
002535	COMSOUTH	205354	2400885	2024	3	INV P	1,983.00	122923	300395	HFD RADIO FOR ADMIN	
ACCOUNT TOTAL							1,983.00				
001160	643500			MOP-MAT-RAG RENT							
002471	CINTAS CORPORATION # 4177285636		0	2024	3	INV P	57.27	122923	300386	HFD ADMIN OFFICE MA	
ACCOUNT TOTAL							57.27				
ORG 001160 TOTAL							16,182.06				
001180				LAND DEVEL.ADM.							
001180	500300			PAPER							
003772	NEWELL PAPER COMPANY 4161577		2400958	2024	3	INV P	96.11	122923	300485	PAPER SUPPLIES FOR	
ACCOUNT TOTAL							96.11				
001180	501000			OTHER EXPENDABLE OFF.SPL							
004328	STAPLES	3552921891	0	2024	3	INV P	126.54	122923	300530	Office Supplies - P	
ACCOUNT TOTAL							126.54				
001180	525000			GAS AND OIL							
002869	FUELMAN OF MS	127044	0	2024	3	INV P	114.69	122923	300421	OFFSITE FUEL CHARGE	
ACCOUNT TOTAL							114.69				
001180	570000			MTR VEHICLE REP. PTS/SPL							
002166	AUTO ARMATURE SERVIC 32716		2401168	2024	3	INV P	179.95	122923	300369	BATTERY FOR UNIT #	
002166	AUTO ARMATURE SERVIC 32724		2401166	2024	3	INV P	179.95	122923	300369	BATTERY FOR UNIT #	
							359.90				
ACCOUNT TOTAL							359.90				
001180	601300			DEMOLITION							
003718	MSP ENTERPRISES, LLC 121423-1		0	2024	3	INV P	14,608.95	122923	300482	LOT CLEARING - 413	
ACCOUNT TOTAL							14,608.95				
001180	601800			LOT CLEARING							
003718	MSP ENTERPRISES, LLC 121423-0		0	2024	3	INV P	5,216.62	122923	300482	LOT CLEARING - 313	
ACCOUNT TOTAL							5,216.62				
001180	602300			ABSTRACTING & RECORDING							
002847	FORREST COUNTY CHANC 161CODE		0	2024	3	INV P	208.00	122923	300418	RECORDING FEES FOR	
002847	FORREST COUNTY CHANC 165CODE		0	2024	3	INV P	104.00	122923	300418	RECORDING FEES FOR	
							312.00				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3		ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
047491	LAMAR COUNTY CHANCER	09252023				0	2024	3	INV P	26.00	122923	300454 RECORDING FEES FOR
									ACCOUNT TOTAL	338.00		
001180	638400								MOTOR VEHICLE EQ. R&M			
004514	UNIVERSITY TIRE & SE	INV227615				2401091	2024	3	INV P	560.53	122923	300540 RADIATOR FOR UNIT #
									ACCOUNT TOTAL	560.53		
									ORG 001180 TOTAL	21,421.34		
001191									TRAFFIC MAINT.			
001191	630000								GAS			
004321	SPIRE	2023-12/11				0	2024	3	INV P	37.00	122923	300527 SPIRE-(MILMUT GAS)
									ACCOUNT TOTAL	37.00		
001191	630500								ELECTRICITY			
003700	MS POWER COMPANY	E2023-19 DEC				0	2024	3	INV P	988.26	122923	300478 MISSISSIPPI POWER-V
									ACCOUNT TOTAL	988.26		
001191	643000								UNIFORM RENT			
002471	CINTAS CORPORATION #	4177281909				0	2024	3	INV P	25.00	122923	300387 TRAFFIC UNIFORM SC
									ACCOUNT TOTAL	25.00		
001191	643500								MOP-MAT-RAG RENT			
002471	CINTAS CORPORATION #	4177281414				0	2024	3	INV P	8.30	122923	300388 TRAFFIC MATS SC/8
									ACCOUNT TOTAL	8.30		
									ORG 001191 TOTAL	1,058.56		
001201									STREET DIV.			
001201	559000								OTHER OPERATING MATL/SPLY			
002795	FASTENAL COMPANY	MSHAT240784				2401069	2024	3	INV P	446.34	122923	300415 DRILL BITS, SCREWS,
									ACCOUNT TOTAL	446.34		
001201	560000								BUILDING MATERIALS & SPLY			
004284	SOUTHERN PIPE & SUPP	8864655-00				2401007	2024	3	INV P	1,118.75	122923	300524 WATER COOLER FREEST
									ACCOUNT TOTAL	1,118.75		
001201	570000								MTR VEHICLE REP. PTS/SPL			
004514	UNIVERSITY TIRE & SE	INV227163				2400932	2024	3	INV P	546.64	122923	300540 UNIT 20051 48004285
									ACCOUNT TOTAL	546.64		
001201	575500								AGRICLTRL REPAIR PTS/SPL			
002083	ALLBRITTON CHAIN SAW	101162				2401200	2024	3	INV P	2,537.96	122923	300359 POLE SAWS AND CHAIN

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002166	AUTO ARMATURE SERVIC	32727		2401201	2024	3	INV	P		149.95	122923	300369 BATTERIES/UNIT #159
002166	AUTO ARMATURE SERVIC	32735		2401201	2024	3	INV	P		149.95	122923	300369 BATTERIES/UNIT #159
										299.90		
ACCOUNT TOTAL										2,837.86		
001201	604900			OTHER PROFESSIONAL SERV.								
048676	PROCARE LANDS	21		0	2024	3	INV	P		3,000.00	122923	300500 WEEKLY MAINTAENANCE
ACCOUNT TOTAL										3,000.00		
001201	612000			FREIGHT								
002577	CRAIN TRACTOR & EQUI	CT16970		2400968	2024	3	INV	P		54.65	122923	300400 PART/UNIT #16723
ACCOUNT TOTAL										54.65		
001201	636099			LONG RANGE PAVING PLAN								
003140	HUB CITY CONSTRUCTIO	2904		2400383	2024	3	INV	P		22,150.00	122923	300435 TWO QUOTE - 1001 MA
004586	WARREN PAVING INC	2400761.1		2400761	2024	3	INV	P		33,127.48	122923	300545 MB 2022-319 PAVING
047056	WARREN PAVING INC	2400149.1		2400149	2024	3	INV	P		6,084.25	122923	300546 MB 2022-319 PAVING
047056	WARREN PAVING INC	2400153.1		2400153	2024	3	INV	P		8,972.19	122923	300546 MB 2022-319 PAVING
047056	WARREN PAVING INC	2400172.1		2400172	2024	3	INV	P		14,433.10	122923	300546 MB 2022-319 PAVING
047056	WARREN PAVING INC	2400174.1		2400174	2024	3	INV	P		6,177.32	122923	300546 MB 2022-319 PAVING
										35,666.86		
ACCOUNT TOTAL										90,944.34		
001201	643000			UNIFORM RENT								
002471	CINTAS CORPORATION #	4175842196		0	2024	3	INV	P		102.64	122923	300386 UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4175842225		0	2024	3	INV	P		128.77	122923	300386 UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4175842399		0	2024	3	INV	P		46.97	122923	300387 UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4175842433		0	2024	3	INV	P		115.37	122923	300386 UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4175842503		0	2024	3	INV	P		19.99	122923	300387 UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4176558425		0	2024	3	INV	P		34.78	122923	300387 UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4176558455		0	2024	3	INV	P		94.97	122923	300386 UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4176558609		0	2024	3	INV	P		112.62	122923	300386 UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4176558696		0	2024	3	INV	P		19.99	122923	300388 UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4176558749		0	2024	3	INV	P		46.97	122923	300387 UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4177281579		0	2024	3	INV	P		35.95	122923	300387 UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4177281646		0	2024	3	INV	P		34.78	122923	300387 UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4177281818		0	2024	3	INV	P		112.62	122923	300386 UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4177281878		0	2024	3	INV	P		46.97	122923	300387 UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4177281891		0	2024	3	INV	P		19.99	122923	300388 UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4178006827		0	2024	3	INV	P		35.95	122923	300387 UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4178006857		0	2024	3	INV	P		34.78	122923	300387 UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4178007088		0	2024	3	INV	P		19.99	122923	300387 UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4178007104		0	2024	3	INV	P		46.97	122923	300387 UNIFORMS SC 8200044

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002471 CINTAS CORPORATION # 4178007276					0	2024	3	INV P	201.82	122923	300386 UNIFORMS SC 8200044
									1,312.89		
				ACCOUNT TOTAL					1,312.89		
				ORG 001201		TOTAL			100,261.47		
001202				STREET LIGHTS							
001202 630500				ELECTRICITY							
003700 MS POWER COMPANY				E2023 12/13	0	2024	3	INV P	56.02	122923	300477 MISSISSIPPI POWER-1
003700 MS POWER COMPANY				E2023-11 DEC	0	2024	3	INV P	2,413.75	122923	300477 MISSISSIPPI POWER-V
003700 MS POWER COMPANY				E2023-11 DEC 2023	0	2024	3	INV P	55.15	122923	300477 MISSISSIPPI POWER-6
003700 MS POWER COMPANY				E2023-12 DEC	0	2024	3	INV P	52.65	122923	300479 MISSISSIPPI POWER-5
003700 MS POWER COMPANY				E2023-12.12.23A	0	2024	3	INV P	51.97	122923	300480 MISSISSIPPI POWER-5
003700 MS POWER COMPANY				E2023-13 DEC	0	2024	3	INV P	55.72	122923	300477 MISSISSIPPI POWER-2
003700 MS POWER COMPANY				E2023-19 DEC	0	2024	3	INV P	103,022.18	122923	300478 MISSISSIPPI POWER-V
003700 MS POWER COMPANY				E2023-19 DEC 23	0	2024	3	INV P	108.99	122923	300477 MISSISSIPPI POWER-1
									105,816.43		
003873 PEARL RIVER VALLEY E				2023-11/28A	0	2024	3	INV P	2,712.25	122923	300492 PEARL RIVER VALLEY
003873 PEARL RIVER VALLEY E				2023-20 DEC	0	2024	3	INV P	16.96	122923	300492 PEARL RIVER VALLEY
003873 PEARL RIVER VALLEY E				2023-6 DEC	0	2024	3	INV P	1,337.60	122923	300492 PEARL RIVER VALLEY
									4,066.81		
004282 SOUTHERN PINE ELECTR				E2023-12.05	0	2024	3	INV P	91.08	122923	300523 SOUTHERNPINE ELECTR
				ACCOUNT TOTAL					109,974.32		
				ORG 001202		TOTAL			109,974.32		
001203				ENGR/PUBLIC SER							
001203 500300				PAPER							
003772 NEWELL PAPER COMPANY				4161577	2400958	2024	3	INV P	107.14	122923	300485 PAPER SUPPLIES FOR
				ACCOUNT TOTAL					107.14		
001203 501000				OTHER EXPENDABLE OFF.SPL							
003810 OFFICE PRODUCTS PLUS				1041369-0	2400988	2024	3	INV P	33.73	122923	300488 OFFICE SUPPLIES (OP
				ACCOUNT TOTAL					33.73		
001203 601500				ENGINEERING							
003764 NEEL-SCHAFFER INC				1091438	0	2024	3	INV P	876.96	122923	300484 MB 2011-4/307 PARK
				ACCOUNT TOTAL					876.96		
001203 602300				ABSTRACTING & RECORDING							
002843 FORD ENGINEERING SER				129	0	2024	3	INV P	26.00	122923	300417 RECORD WARRANTY DEE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION
002847	FORREST COUNTY CHANC	161			0	2024	3	INV P	26.00	122923	300418	RECORDED DEED GARY
002847	FORREST COUNTY CHANC	165			0	2024	3	INV P	54.00	122923	300418	RECORDED DEEDS, RIC
									80.00			
ACCOUNT TOTAL									106.00			
001203	630500					ELECTRICITY						
003700	MS POWER COMPANY	E2023-19	DEC		0	2024	3	INV P	498.94	122923	300478	MISSISSIPPI POWER-V
ACCOUNT TOTAL									498.94			
001203	684500					REGISTRATION FEE/TUITION						
003694	MS MUNICIPAL LEAGUE	36901			0	2024	3	INV P	350.00	122923	300476	ANNUAL CONFERENCE (
ACCOUNT TOTAL									350.00			
ORG 001203 TOTAL									1,972.77			
SHOP DIVISION												
001204	546000					MINOR EQUIPMENT						
001204	048827	CARQUEST	14758-32749		2401160	2024	3	INV P	399.99	122923	300382	JUMP BOX/PW SHOP
ACCOUNT TOTAL									399.99			
001204	559000					OTHER OPERATING MATL/SPLY						
001204	048827	CARQUEST	14758-32714		2401145	2024	3	INV P	27.07	122923	300382	SOLDERING KIT/PW SH
ACCOUNT TOTAL									27.07			
001204	561000					PLUMBING SUPPLIES						
003543	MCELHANEY PLUMBING I	299106			2401265	2024	3	INV P	13.90	122923	300468	MATERIAL FOR HOT WA
ACCOUNT TOTAL									13.90			
001204	570000					MTR VEHICLE REP. PTS/SPL						
001204	048827	CARQUEST	14758-32857		2401215	2024	3	INV P	167.94	122923	300382	AIR COMPRESSOR/PW S
ACCOUNT TOTAL									167.94			
001204	630500					ELECTRICITY						
003700	MS POWER COMPANY	E2023-11	DEC		0	2024	3	INV P	2,396.66	122923	300477	MISSISSIPPI POWER-V
003700	MS POWER COMPANY	E2023-19	DEC		0	2024	3	INV P	55.15	122923	300478	MISSISSIPPI POWER-V
									2,451.81			
ACCOUNT TOTAL									2,451.81			
001204	643000					UNIFORM RENT						
002471	CINTAS CORPORATION #	4177281846			0	2024	3	INV P	64.20	122923	300386	UNIFORM RENTAL/PW S
002471	CINTAS CORPORATION #	4178006977			0	2024	3	INV P	64.20	122923	300386	UNIFORM RENTAL/SC#8

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
								128.40		
ACCOUNT TOTAL								128.40		
ORG 001204 TOTAL								3,189.11		
G O & F S DIV.										
001205	604900					OTHER PROFESSIONAL SERV.				
003186	INSTALLATION PLUS	11701	0	2024	3	INV	P	1,075.00	122923	300438 ANNUAL DEQ TEST/FUE
003186	INSTALLATION PLUS	11712	0	2024	3	INV	P	75.00	122923	300438 MONTHLY MONITORING
								1,150.00		
ACCOUNT TOTAL								1,150.00		
001205	630500					ELECTRICITY				
003700	MS POWER COMPANY	E2023-19 DEC	0	2024	3	INV	P	74.44	122923	300478 MISSISSIPPI POWER-V
ACCOUNT TOTAL								74.44		
ORG 001205 TOTAL								1,224.44		
CONSTRUCTION										
001207	559000					OTHER OPERATING MATL/SPLY				
002215	BATTERIES PLUS BULBS	P68859739	2401264	2024	3	INV	P	34.08	122923	300372 AAA BATTERIES/CONST
002714	ECONOMY SUPPLY CO	113805	2401192	2024	3	INV	P	59.40	122923	300408 MATERIAL FOR NEW YE
002714	ECONOMY SUPPLY CO	113821	2401237	2024	3	INV	P	152.50	122923	300408 MATERIAL FOR BALL D
								211.90		
ACCOUNT TOTAL								245.98		
001207	560000					BUILDING MATERIALS & SPLY				
002714	ECONOMY SUPPLY CO	113890	2401252	2024	3	INV	P	9.90	122923	300408 RPR ROUND- ABOUT/CO
ACCOUNT TOTAL								9.90		
001207	570000					MTR VEHICLE REP. PTS/SPL				
003615	JOHN DEERE FINANCIAL	P96965	2400818	2024	3	INV	P	745.50	122923	300446 CANOPY FOR UNIT#161
003987	PUCKETT RENTS	1011096	2401149	2024	3	INV	P	1,167.45	122923	300501 BATTERIES FOR SCISS
004514	UNIVERSITY TIRE & SE	INV228046	2401251	2024	3	INV	P	285.32	122923	300540 TIRES FOR UNIT#1146
ACCOUNT TOTAL								2,198.27		
001207	612000					FREIGHT				
003615	JOHN DEERE FINANCIAL	P96965	2400818	2024	3	INV	P	150.00	122923	300446 CANOPY FOR UNIT#161
ACCOUNT TOTAL								150.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001207	638300							GENERATOR R&M						
002672	DOLEAC	ELECTRIC CO	I	GEN92261-1	0	2024	3	INV	P		59,645.00	122923	300406 2023-2024 GENERATOR	
ACCOUNT TOTAL											59,645.00			
001207	639100							DOWNTOWN LIGHTS R&M						
002672	DOLEAC	ELECTRIC CO	I	62260-10	0	2024	3	INV	P		847.15	122923	300406 LIGHTING REPAIRS WA	
002672	DOLEAC	ELECTRIC CO	I	62260-7	0	2024	3	INV	P		677.15	122923	300406 LIGHTING REPAIRS 28	
002672	DOLEAC	ELECTRIC CO	I	62260-8	0	2024	3	INV	P		490.85	122923	300406 LIGHTING REPAIRS HW	
002672	DOLEAC	ELECTRIC CO	I	62260-9	0	2024	3	INV	P		914.68	122923	300406 LIGHTING REPAIRS HW	
002672	DOLEAC	ELECTRIC CO	I	H28414	2400731	2024	3	INV	P		4,990.00	122923	300406 ELECTRICAL LIGHTING	
002672	DOLEAC	ELECTRIC CO	I	H28414-B	0	2024	3	INV	P		1,048.00	122923	300406 REPAIR DAMAGED FEED	
											8,967.83			
ACCOUNT TOTAL											8,967.83			
001207	643000							UNIFORM RENT						
002471	CINTAS	CORPORATION #	4177281631	0	2024	3	INV	P		88.21	122923	300386 UNIFORM RENTAL/CONS		
002471	CINTAS	CORPORATION #	4178006926	0	2024	3	INV	P		74.46	122923	300386 UNIFORM RENTAL/CONS		
											162.67			
ACCOUNT TOTAL											162.67			
ORG 001207 TOTAL											71,379.65			
001220	SANITATION DIV.													
001220	570000							MTR	VEHICLE	REP.	PTS/SPL			
002539	CONNECTOR	SPECIALIST	01198590	2400079	2024	3	INV	P		270.16	122923	300396 HOSES/CLAMPS/ADAPTE		
002539	CONNECTOR	SPECIALIST	01198597	2400079	2024	3	INV	P		786.64	122923	300396 HOSES/CLAMPS/ADAPTE		
002539	CONNECTOR	SPECIALIST	01198598	2400079	2024	3	INV	P		690.42	122923	300396 HOSES/CLAMPS/ADAPTE		
002539	CONNECTOR	SPECIALIST	01199138	2400079	2024	3	INV	P		43.28	122923	300396 HOSES/CLAMPS/ADAPTE		
											1,790.50			
002739	EMPIRE	TRUCK SALES	CE006216394:01	2400413	2024	3	INV	P		249.20	122923	300410 UNIT 20089 TRANSMIS		
002739	EMPIRE	TRUCK SALES	CE006218416:01	2401179	2024	3	INV	P		85.99	122923	300410 UNIT 21388 FUEL FIL		
002739	EMPIRE	TRUCK SALES	RE006038747:01	2401030	2024	3	INV	P		2,022.19	122923	300410 UNIT 19948 EGR REPL		
002739	EMPIRE	TRUCK SALES	RE006038747:02	2400894	2024	3	INV	P		399.00	122923	300410 UNIT 19948 HEADLIGH		
002739	EMPIRE	TRUCK SALES	RE006038747:03	2400960	2024	3	INV	P		1,054.63	122923	300410 GASKET REPAIR UNIT		
002739	EMPIRE	TRUCK SALES	RE006038747:04	2400852	2024	3	INV	P		435.89	122923	300410 UNIT 19948 FILTER		
											4,246.90			
004120	SANSOM	EQUIPMENT CO	W03115	0	2024	3	INV	P		503.00	122923	300514 SERVICE CALL BY C.		
004139	SCOTTS	HYDRAULIC SER	57832	2401035	2024	3	INV	P		962.41	122923	300515 UNIT 21387 REPAIR		
004297	SOUTHERN TIRE MART	(	2520141947	2401184	2024	3	INV	P		9,676.88	122923	300525 TIRES FOR SANITATIO		
004297	SOUTHERN TIRE MART	(	2520142127	2401188	2024	3	INV	P		1,209.56	122923	300525 TIRES FOR SANITATIO		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION	
							10,886.44				
004465	TRUCKPRO LLC	039-0721217	2401133	2024	3	INV	P	538.99	122923	300536	BRAKE KITS FOR SANI
004465	TRUCKPRO LLC	039-0721218	2401006	2024	3	INV	P	4,765.90	122923	300536	BRAKE KITS FOR SANI
							5,304.89				
004467	TRUCKWORX-JACKSON	0530665635	2401157	2024	3	INV	P	2,355.26	122923	300537	FILTERS FOR 200 SER
048827	CARQUEST	14758-32812	2401206	2024	3	INV	P	54.16	122923	300382	UNIT 20073 COUPLING
ACCOUNT TOTAL							26,103.56				
001220	612000	FREIGHT									
002539	CONNECTOR SPECIALIST	01198590	2400079	2024	3	INV	P	30.80	122923	300396	HOSES/CLAMPS/ADAPTE
002539	CONNECTOR SPECIALIST	01198597	2400079	2024	3	INV	P	16.53	122923	300396	HOSES/CLAMPS/ADAPTE
002539	CONNECTOR SPECIALIST	01198598	2400079	2024	3	INV	P	27.84	122923	300396	HOSES/CLAMPS/ADAPTE
002539	CONNECTOR SPECIALIST	01199138	2400079	2024	3	INV	P	11.64	122923	300396	HOSES/CLAMPS/ADAPTE
							86.81				
ACCOUNT TOTAL							86.81				
001220	630500	ELECTRICITY									
003700	MS POWER COMPANY	E2023-11 DEC	0	2024	3	INV	P	421.02	122923	300477	MISSISSIPPI POWER-V
ACCOUNT TOTAL							421.02				
001220	638400	MOTOR VEHICLE EQ. R&M									
002739	EMPIRE TRUCK SALES	RE006038747:04	2400852	2024	3	INV	P	448.75	122923	300410	UNIT 19948 FILTER
004139	SCOTTS HYDRAULIC SER	57833	2401123	2024	3	INV	P	6,225.00	122923	300515	UNIT 19887 TEAR DOW
ACCOUNT TOTAL							6,673.75				
001220	643000	UNIFORM RENT									
002471	CINTAS CORPORATION #	4177282351	0	2024	3	INV	P	236.32	122923	300386	SC8200044758 SANIT
002471	CINTAS CORPORATION #	4178007606	0	2024	3	INV	P	255.50	122923	300386	SC8200044758-SANIT
							491.82				
002472	CINTAS FIRST AID J71	5189367823	0	2024	3	INV	P	102.12	122923	300389	FIRST AID REFILL SA
ACCOUNT TOTAL							593.94				
001220	643500	MOP-MAT-RAG RENT									
002471	CINTAS CORPORATION #	4177281483	0	2024	3	INV	P	40.18	122923	300387	SC8200044758 SANIT
002471	CINTAS CORPORATION #	4178006759	0	2024	3	INV	P	40.18	122923	300387	SC8200044758-SANITA
							80.36				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
ACCOUNT TOTAL							80.36			
001220 688000				TIPPING FEES						
004591 WASTE MANAGEMENT OF	0013906-2526-5	0	2024	3	INV	P	1,934.11	122923	300547 MB# 2003-5/484 SANI	
ACCOUNT TOTAL							1,934.11			
ORG 001220 TOTAL							35,893.55			
001250			HEALTH DIVISION							
001250 575500			2400730	2024	3	INV	P	209.95	122923	300369 MOWER #5 19169N STA
002166 AUTO ARMATURE SERVIC	32689		2401101	2024	3	INV	P	628.70	122923	300375 FORKS/FOR LAWNMOWER
002304 BRACKMAN MOWER WAREH	46683		2400968	2024	3	INV	P	882.36	122923	300400 PART/UNIT #16723
002577 CRAIN TRACTOR & EQUI	CT16970									
ACCOUNT TOTAL							1,721.01			
ORG 001250 TOTAL							1,721.01			
001402			ECONOMIC DEV.							
001402 604900			2303152	2024	3	INV	P	67,500.00	122923	300497 UPGRADE SIGNAL AT S
003953 POWELL CONSTRUCTION	4185		0	2024	3	INV	P	167,723.35	122923	300528 MB 2022-165 TATUM P
004322 SPORTS CONTRACTORS U	PAYMENT NO5 FINAL		0	2024	3	INV	P	48,818.80	122923	300549 MB 2021-532 HIGHWAY
004610 WEBSTER ELECTRIC COM	HWY 49 LIGHTING #8F		0	2024	3	INV	P	121,363.08	122923	300449 MB 2022-73 JAYCEE P
049196 JW CHAIN CONTRACTORS	PAYMENT NO 7									
ACCOUNT TOTAL							405,405.23			
ORG 001402 TOTAL							405,405.23			
001551			AIRPORT DIV.							
001551 630500			0	2024	3	INV	P	1,265.80	122923	300477 MISSISSIPPI POWER-V
003700 MS POWER COMPANY	E2023-11 DEC									
ACCOUNT TOTAL							1,265.80			
ORG 001551 TOTAL							1,265.80			
001553			CEMETERY DIV							
001553 541500			2401230	2024	3	INV	P	650.00	122923	300378 SAND, CLAY GRAVAL,
002359 BURGE EXCAVATING & G	2050									
ACCOUNT TOTAL							650.00			
001553 546000			MINOR EQUIPMENT							
004012 RED BUD SUPPLY INC	184146		2401031	2024	3	INV	P	132.00	122923	300506 MINOR EQUIPMENT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3		TO 2024/3											
ACCOUNT/VENDOR		INVOICE		PO		YEAR/PR TYP S		WARRANT		CHECK		DESCRIPTION	
ACCOUNT TOTAL								132.00					
001553	560000					BUILDING MATERIALS & SPLY							
003543	MCELHANEY PLUMBING I	298852	2401107	2024	3	INV	P	89.95	122923	300468	BUILDING MATERIALS		
ACCOUNT TOTAL								89.95					
001553	604900					OTHER PROFESSIONAL SERV.							
003191	INTERFACE SECURITY S	20606236	0	2024	3	INV	P	50.27	122923	300439	MB#2006-2/76-77 SEC		
ACCOUNT TOTAL								50.27					
001553	612000					FREIGHT							
004012	RED BUD SUPPLY INC	184146	2401031	2024	3	INV	P	11.75	122923	300506	MINOR EQUIPMENT		
ACCOUNT TOTAL								11.75					
001553	630500					ELECTRICITY							
003700	MS POWER COMPANY	E2023-19 DEC	0	2024	3	INV	P	537.65	122923	300478	MISSISSIPPI POWER-V		
003873	PEARL RIVER VALLEY E	2023-11/28A	0	2024	3	INV	P	45.27	122923	300492	PEARL RIVER VALLEY		
ACCOUNT TOTAL								582.92					
001553	638400					MOTOR VEHICLE EQ. R&M							
004597	WATERS INTERNATIONAL	08P863882	2401212	2024	3	INV	P	319.52	122923	300548	OPEN BODY REPAIR BR		
ACCOUNT TOTAL								319.52					
ORG 001553 TOTAL								1,836.41					
001560		PARKING OPER.											
001560	630500					ELECTRICITY							
003700	MS POWER COMPANY	E2023-19 DEC	0	2024	3	INV	P	1,181.66	122923	300478	MISSISSIPPI POWER-V		
ACCOUNT TOTAL								1,181.66					
ORG 001560 TOTAL								1,181.66					
FUND 001 REVENUES						TOTAL:		971,789.94					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002001				PKS/REC FUND REVENUES							
002001	316002			LITTLE TIGERS BASKETBALL							
050455	HAWKINS, CHANDRA	REFUND	12/13/23	0	2024	3	INV	P	50.00	122923	300430 REFUND-BASKETBALL 8
				ACCOUNT TOTAL					50.00		
				ORG 002001 TOTAL					50.00		
002300				PKS/REC-RECREATION MAINT. DIV.							
002300	501000			OTHER EXPENDABLE OFF.SPL							
002383	C D W GOVERNMENT	NN56644		2401102	2024	3	INV	P	153.83	122923	300380 P&R TATUM REC OFFIC
				ACCOUNT TOTAL					153.83		
002300	510000			CLEANING/JANITORIAL SPLY							
003772	NEWELL PAPER COMPANY	4152142		0	2024	3	INV	P	795.68	122923	300485 P&R IN ADDENDUM TO
003772	NEWELL PAPER COMPANY	4153637		0	2024	3	INV	P	23.18	122923	300485 PR-IN ADDENDUM TO P
003772	NEWELL PAPER COMPANY	4158834		2400013	2024	3	INV	P	120.00	122923	300485 P&R GROUNDS MAINT-J
003772	NEWELL PAPER COMPANY	4158835		2400013	2024	3	INV	P	98.52	122923	300485 P&R GROUNDS MAINT-J
									1,037.38		
048909	BRADY COMPANIES, LLC	8526044		2401193	2024	3	INV	P	64.00	122923	300376 P&R GRNDS JANITORIA
				ACCOUNT TOTAL					1,101.38		
002300	513000			CHEMICALS							
049595	SITEONE LANDSCAPE	137181550-001		2401138	2024	3	INV	P	568.47	122923	300520 P&R GROUNDS MAINT-C
				ACCOUNT TOTAL					568.47		
002300	535500			WEARING APPAREL							
002795	FASTENAL COMPANY	MSHAT240372		2400434	2024	3	INV	P	1,666.25	122923	300415 P&R GROUNDS CREW ME
				ACCOUNT TOTAL					1,666.25		
002300	541500			SAND,CLAY,GRVL,FILL DIRT							
002359	BURGE EXCAVATING & G	2047		2401057	2024	3	INV	P	335.00	122923	300378 P&R TATUM PARK-MASO
				ACCOUNT TOTAL					335.00		
002300	544000			HORT./LANDSCAPING SPLY.							
002492	CLEMTS HARDWARE	131440		2401034	2024	3	INV	P	108.97	122923	300391 P&R GRNDS MAINT-SUP
004547	VESELY'S NURSERY	02401092		2401092	2024	3	INV	P	151.32	122923	300542 P&R DOWNTOWN-PLANTS
				ACCOUNT TOTAL					260.29		
002300	546000			MINOR EQUIPMENT							
002492	CLEMTS HARDWARE	131440		2401034	2024	3	INV	P	240.86	122923	300391 P&R GRNDS MAINT-SUP

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL											240.86		
002300	561000	PLUMBING SUPPLIES											
003543	MCELHANEY	PLUMBING I	298744	2400621	2024	3	INV	P	384.20	122923	300468	P&R	GROUNDS-PLUMBIN
ACCOUNT TOTAL											384.20		
002300	570000	MTR VEHICLE REP. PTS/SPL											
002361	BURKETT	RADIATOR SHO	68365	2401199	2024	3	INV	P	870.00	122923	300379	P&R	TRK UNIT 14690-
048827	CARQUEST		14758-32704	2400416	2024	3	INV	P	85.21	122923	300382	P&R	GROUNDS-SHOP SU
ACCOUNT TOTAL											955.21		
002300	575500	AGRICLTR REPAIR PTS/SPL											
004528	UWOOD CO INC		23743	2400796	2024	3	INV	P	253.26	122923	300541	P&R	GRNDS TRAILER-P
ACCOUNT TOTAL											253.26		
002300	630500	ELECTRICITY											
003700	MS POWER COMPANY	E2023-19	DEC	0	2024	3	INV	P	1,331.77	122923	300478	MISSISSIPPI	POWER-V
ACCOUNT TOTAL											1,331.77		
002300	635500	ELECTRICAL R&M											
002672	DOLEAC ELECTRIC CO I	62260-11		0	2024	3	INV	P	4,204.17	122923	300406	P&R	FAIRCHILD PARK-
ACCOUNT TOTAL											4,204.17		
002300	638700	AGRICULTURAL EQ. R&M											
002083	ALLBRITTON	CHAIN SAW	16912	2400794	2024	3	INV	P	123.13	122923	300359	P&R	GROUNDS-LABOR T
002083	ALLBRITTON	CHAIN SAW	16913	2400794	2024	3	INV	P	60.16	122923	300359	P&R	GROUNDS-LABOR T
002083	ALLBRITTON	CHAIN SAW	16914	2400794	2024	3	INV	P	40.95	122923	300359	P&R	GROUNDS-LABOR T
											224.24		
004528	UWOOD CO INC		23743	2400796	2024	3	INV	P	933.41	122923	300541	P&R	GRNDS TRAILER-P
ACCOUNT TOTAL											1,157.65		
002300	643000	UNIFORM RENT											
002471	CINTAS CORPORATION #	4176270265		0	2024	3	INV	P	218.77	122923	300386	P&R	GRNDS MAINT UNI
002471	CINTAS CORPORATION #	4177017453		0	2024	3	INV	P	223.54	122923	300386	PR	GRNDS MAINT UNIF
											442.31		
ACCOUNT TOTAL											442.31		
002300	644900	OTHER RENT											
002071	AIRGAS USA LLC (NORD	5503879670		0	2024	3	INV	P	94.33	122923	300358	P&R	GRNDS MAINT HEL
002471	CINTAS CORPORATION #	4176270063		0	2024	3	INV	P	29.01	122923	300387	P&R	GRNDS MAINT MAT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002471	CINTAS CORPORATION #	4177017278	0	2024	3	INV	P		29.01	122923	300387 P&R GRNDS MAINT MAT
									58.02		
047043	PORTABLE TOILETS	106064	2300978	2024	3	INV	P		1,222.00	122923	300496 TWO QUOTE PORTABLE
047043	PORTABLE TOILETS	108231	2401108	2024	3	INV	P		1,009.00	122923	300496 P&R TSP-PORTABLE TO
									2,231.00		
									ACCOUNT TOTAL		2,383.35
002300	699900										
											SERVICES NOT SPECIFIED
002777	FAGAN TREE AND SPRAY	4165	0	2024	3	INV	P		3,900.00	122923	300414 PR-LABOR TO SPRAY D
002777	FAGAN TREE AND SPRAY	4166	0	2024	3	INV	P		1,800.00	122923	300414 PR-LABOR TO SPRAY M
									5,700.00		
003225	JACKSON, ROOSEVELT I	036378	2401137	2024	3	INV	P		1,775.00	122923	300441 P&R TATUM REC OFFIC
003905	PIERCE PLUMBING INC	27556882	2400921	2024	3	INV	P		4,490.57	122923	300493 P&R UNETTA ST GYM-G
									ACCOUNT TOTAL		11,965.57
002300	733500										
											AGRICULTURAL EQUIPMENT
002083	ALLBRITTON CHAIN SAW	101190	2401208	2024	3	INV	P		3,041.94	122923	300359 PR BALLFIELD CREW-E
									ACCOUNT TOTAL		3,041.94
002300	745000										
											SPECIAL TRUCKS
049999	LADD'S GOLF & TURF	01-326013	2400868	2024	3	INV	P		27,134.20	122923	300453 P&R RECREATION MAIN
									ACCOUNT TOTAL		27,134.20
									ORG 002300		TOTAL 57,579.71
002315	551000										
											PKS/REC-REC.ADMIN/COM.REL.
002315	551000										RECREATIONAL SUPPLIES
004575	WALMART STORES INC	203348686403668	2401130	2024	3	INV	P		107.59	122923	300543 XMAS MOVIE EVNT SUP
									ACCOUNT TOTAL		107.59
002315	551001										
											RECREATIONAL SUPP-ARTS CENTER
004575	WALMART STORES INC	893335491605928	2400250	2024	3	INV	P		11.66	122923	300543 REC ART SUPPLIES FR
									ACCOUNT TOTAL		11.66
002315	603400										
											OFFICIALS
004460	TROTTER, COREY	CTR01212	0	2024	3	INV	P		75.00	122923	300535 GAME OFFICIAL MENS
047595	MARTIN DERRICAS	DCM1212	0	2024	3	INV	P		75.00	122923	300467 GAME OFFICIAL MENS
048772	LEE ANTHONY	ALEE1212	0	2024	3	INV	P		75.00	122923	300457 GAME OFFICIAL MENS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR									
049431 MILLER CLIFFORD G	CM1212		0	2024	3	INV P	75.00 122923		300471 GAME OFFICIAL MENS
				ACCOUNT TOTAL			300.00		
002315 604900				OTHER PROFESSIONAL SERV.					
002965 GUTHRIE, JONI S	JGUT121221		0	2024	3	INV P	180.00 122923		300426 LOW IMPACT AEROBICS
003313 KETTLEY, ANNETTE	AK1212		0	2024	3	INV P	30.00 122923		300450 SCOREKEEPER MENS LE
004477 TURNER, JASON	1218WAA		0	2024	3	INV P	575.00 122923		300538 WREATHS ACROSS AMER
049349 JESSICA R POWELL	JP1212		0	2024	3	INV P	30.00 122923		300445 SCOREKEEPER MENS LE
050100 P.A.S.S. SECURITY LL #000454			0	2024	3	INV P	100.00 122923		300490 ADULT SOFTBALL SECU
				ACCOUNT TOTAL			915.00		
002315 630000				GAS					
004321 SPIRE	2023-12/11		0	2024	3	INV P	915.92 122923		300527 SPIRE-(MILMUT GAS)
				ACCOUNT TOTAL			915.92		
002315 630500				ELECTRICITY					
003700 MS POWER COMPANY	E2023-11 DEC		0	2024	3	INV P	5,515.09 122923		300477 MISSISSIPPI POWER-V
003700 MS POWER COMPANY	E2023-19 DEC		0	2024	3	INV P	7,326.10 122923		300478 MISSISSIPPI POWER-V
							12,841.19		
				ACCOUNT TOTAL			12,841.19		
				ORG 002315 TOTAL			15,091.36		
FUND 002 PARKS & RECREATION FUND				TOTAL:			72,721.07		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
005160			H.M.F.P.FUND-FIRE DIVISION								
005160 742000			PICK UP TRUCKS								
002535 COMSOUTH		205378	2304899	2024	3	INV P	10,230.95	122923	300395	HFD EQUIPMENT FOR T	
ACCOUNT TOTAL							10,230.95				
ORG 005160 TOTAL							10,230.95				
FUND 005 HATT.MUNICIPAL FIRE PROTECTION							TOTAL:		10,230.95		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
009660					W&S O&M-CUSTOMER ACCT. DIV.							
009660	502000					MINOR OFFICE EQUIP/FURN.						
002613	DAKTECH COMPUTERS	346883			2401180	2024	3	INV P	1,169.00	122923	300401 COMPUTERS FOR VARIO	
ACCOUNT TOTAL									1,169.00			
009660	604900					OTHER PROFESSIONAL SERV.						
002665	DIXIE COMMUNITY UTIL	DX 11032023			0	2024	3	INV P	421.50	122923	300404 SEWER READS FOR WAT	
002665	DIXIE COMMUNITY UTIL	DX 12052023			0	2024	3	INV P	421.50	122923	300404 SEWER READS FOR WAT	
									843.00			
004003	RAWLS SPRINGS UTILIT	111723			0	2024	3	INV P	540.00	122923	300504 SEWER READS FOR WAT	
ACCOUNT TOTAL									1,383.00			
009660	607000					POSTAGE						
047562	ENCO UTILITY	INV63069			0	2024	3	INV P	3,223.63	122923	300412 MB 2020-835 RT 1 BI	
047562	ENCO UTILITY	INV63128			0	2024	3	INV P	1,683.35	122923	300412 MB 2020-835 RT 2 BI	
									4,906.98			
ACCOUNT TOTAL									4,906.98			
009660	620000					PRINTING						
047562	ENCO UTILITY	INV63069			0	2024	3	INV P	1,132.88	122923	300412 MB 2020-835 RT 1 BI	
047562	ENCO UTILITY	INV63128			0	2024	3	INV P	601.92	122923	300412 MB 2020-835 RT 2 BI	
									1,734.80			
ACCOUNT TOTAL									1,734.80			
009660	630000					GAS						
004321	SPIRE	G2023-15 DEC			0	2024	3	INV P	73.83	122923	300527 SPIRE-(MILMUT GAS)	
ACCOUNT TOTAL									73.83			
009660	630500					ELECTRICITY						
003700	MS POWER COMPANY	E2023-11 DEC			0	2024	3	INV P	499.34	122923	300477 MISSISSIPPI POWER-V	
ACCOUNT TOTAL									499.34			
009660	639400					DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2189971			0	2024	3	INV P	45.00	122923	300429 HAVARD PEST CONTROL	
ACCOUNT TOTAL									45.00			
ORG 009660 TOTAL									9,811.95			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009672				W&S O&M-WATER TRANSMISSION DIV							
009672	561000			PLUMBING SUPPLIES							
002442	CENTRAL PIPE SUPPLY	S100342123-001	2400430	2024	3	INV	P	262,768.08	122923		300383 5/8"M25 BADGER METE
002442	CENTRAL PIPE SUPPLY	S100356954-001	2401054	2024	3	INV	P	7,755.90	122923		300383 METER BOX LIDS FOR
								270,523.98			
002559	CORE & MAIN (HD SUPP	T696431	2302681	2024	3	INV	P	1,142.09	122923		300398 WAREHOUSE STOCK FOR
002559	CORE & MAIN (HD SUPP	T859352	2304541	2024	3	INV	P	182.16	122923		300398 WAREHOUSE STOCK FOR
002559	CORE & MAIN (HD SUPP	T991261	2400758	2024	3	INV	P	154.80	122923		300398 WAREHOUSE STOCK (GA
002559	CORE & MAIN (HD SUPP	U050589	2304541	2024	3	INV	P	819.84	122923		300398 WAREHOUSE STOCK FOR
002559	CORE & MAIN (HD SUPP	U050605	2400750	2024	3	INV	P	828.36	122923		300398 WAREHOUSE STOCK (BR
002559	CORE & MAIN (HD SUPP	U081328	2400758	2024	3	INV	P	2,801.16	122923		300398 WAREHOUSE STOCK (GA
								5,928.41			
004300	SOUTHERN WATERWORKS	96617	2401240	2024	3	INV	P	4,427.50	122923		300526 WAREHOUSE STOCK FOR
				ACCOUNT TOTAL				280,879.89			
009672	570000			MTR VEHICLE REP. PTS/SPL							
002646	DELK'S TIRE SALES AN	44438	2401110	2024	3	INV	P	159.03	122923		300402 TIRES FOR UNIT # 21
002646	DELK'S TIRE SALES AN	44463	2401111	2024	3	INV	P	884.20	122923		300402 TIRES FOR UNIT # 21
								1,043.23			
003861	PATTERSON AUTO ELECT	82186	2401263	2024	3	INV	P	386.21	122923		300491 REPAIRS TO UNIT # 2
003861	PATTERSON AUTO ELECT	82192	2401257	2024	3	INV	P	631.25	122923		300491 REPAIRS TO UNIT # 1
								1,017.46			
048827	CARQUEST	14758-32660	2401116	2024	3	INV	P	14.24	122923		300382 REPAIR PARTS FOR UN
048827	CARQUEST	14758-32661	2401113	2024	3	INV	P	79.64	122923		300382 REPAIR PARTS FOR UN
048827	CARQUEST	14758-32888	2401197	2024	3	INV	P	89.69	122923		300382 REPAIR PARTS FOR UN
								183.57			
				ACCOUNT TOTAL				2,244.26			
009672	638400			MOTOR VEHICLE EQ. R&M							
002646	DELK'S TIRE SALES AN	44438	2401110	2024	3	INV	P	34.00	122923		300402 TIRES FOR UNIT # 21
002646	DELK'S TIRE SALES AN	44463	2401111	2024	3	INV	P	15.72	122923		300402 TIRES FOR UNIT # 21
								49.72			
003861	PATTERSON AUTO ELECT	82186	2401263	2024	3	INV	P	812.50	122923		300491 REPAIRS TO UNIT # 2
003861	PATTERSON AUTO ELECT	82192	2401257	2024	3	INV	P	750.00	122923		300491 REPAIRS TO UNIT # 1
								1,562.50			
				ACCOUNT TOTAL				1,612.22			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009672	638600										
003987	PUCKETT RENTS	1005355			2401073	2024	3	INV P	3,607.71	122923	300501 REPAIRS TO CAT MODE
									3,607.71		
009672	643000										
002471	CINTAS CORPORATION # 4177285314				0		2024	3 INV P	204.65	122923	300386 SC#8200044758- UNIF
									204.65		
						ORG 009672		TOTAL	288,548.73		
009673											
009673	604900										
003614	MISSION COMMUNICATIO	1083051			0		2024	3 INV P	347.40	122923	300473 ANNUAL SERVICE TURT
004143	SECURITY BLANKET	197203			0		2024	3 INV P	1,089.95	122923	300516 SERVICE CALL 12/14
									1,437.35		
009673	630500										
003700	MS POWER COMPANY	E2023-11 DEC			0		2024	3 INV P	28,334.29	122923	300477 MISSISSIPPI POWER-V
003700	MS POWER COMPANY	E2023-19 DEC			0		2024	3 INV P	14,760.80	122923	300478 MISSISSIPPI POWER-V
									43,095.09		
003873	PEARL RIVER VALLEY E	2023-11/28A			0		2024	3 INV P	39.75	122923	300492 PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2023-6 DEC			0		2024	3 INV P	128.10	122923	300492 PEARL RIVER VALLEY
									167.85		
									43,262.94		
009673	638300										
002672	DOLEAC ELECTRIC CO I WP2-X124				2401223	2024	3	INV P	350.00	122923	300406 GENERATOR MAIN. WAT
									350.00		
						ORG 009673		TOTAL	45,050.29		
009676											
009676	513000										
002443	CERTIFIED LABORATORI	8512755			2401202	2024	3	INV P	28,073.70	122923	300384 CHEMICALS FOR SEWER
									28,073.70		
009676	561000										
004300	SOUTHERN WATERWORKS	96592			2400998	2024	3	INV P	4,439.93	122923	300526 4"HYMAX COUPLING --
									4,439.93		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009676	570000					MTR VEHICLE REP.	PTS/SPL				
004597	WATERS INTERNATIONAL	08S833779	2401273	2024	3	INV	P		315.46	122923	300548 REPAIRS TO UNIT # 2
				ACCOUNT TOTAL					315.46		
009676	630500					ELECTRICITY					
003700	MS POWER COMPANY	E2023-11 DEC	0	2024	3	INV	P		2,901.31	122923	300477 MISSISSIPPI POWER-V
004282	SOUTHERN PINE ELECTR	E2023-12.05	0	2024	3	INV	P		397.24	122923	300523 SOUTHERNPINE ELECTR
				ACCOUNT TOTAL					3,298.55		
009676	636000					STREETS & STRUCTURES R&M					
004058	RJM MCQUEEN CONTRACT	2909	0	2024	3	INV	P		330.00	122923	300511 MB2022-680:SEWER RE
004058	RJM MCQUEEN CONTRACT	2911	0	2024	3	INV	P		9,796.35	122923	300511 MB2022-680:SEWER RE
004058	RJM MCQUEEN CONTRACT	2923	0	2024	3	INV	P		6,966.52	122923	300511 MB2022-680:SEWER RE
004058	RJM MCQUEEN CONTRACT	2924	0	2024	3	INV	P		136,040.74	122923	300511 MB2022-680:SEWER RE
									153,133.61		
				ACCOUNT TOTAL					153,133.61		
009676	638400					MOTOR VEHICLE EQ. R&M					
003476	MAACO COLLISION REPA	INV28514	0	2024	3	INV	P		1,280.38	122923	300464 REPAIRS TO UNIT 215
003861	PATTERSON AUTO ELECT	81951	2304365	2024	3	INV	P		250.00	122923	300491 REPAIRS TO UNIT # 1
004597	WATERS INTERNATIONAL	08S833779	2401273	2024	3	INV	P		545.00	122923	300548 REPAIRS TO UNIT # 2
				ACCOUNT TOTAL					2,075.38		
009676	639800					TOW IN CHARGES					
050169	ALLEN'S WRECKER	9493	0	2024	3	INV	P		250.00	122923	300360 TOW IN UNIT # 19778
				ACCOUNT TOTAL					250.00		
				ORG 009676		TOTAL			191,586.63		
009677						W&S O&M-SEWER LAGOON DIV.					
009677	630500					ELECTRICITY					
003700	MS POWER COMPANY	E2023-11 DEC	0	2024	3	INV	P		39,016.50	122923	300477 MISSISSIPPI POWER-V
003700	MS POWER COMPANY	E2023-19 DEC	0	2024	3	INV	P		588.05	122923	300478 MISSISSIPPI POWER-V
									39,604.55		
003873	PEARL RIVER VALLEY E	2023-11/28A	0	2024	3	INV	P		34.55	122923	300492 PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2023-20 DEC	0	2024	3	INV	P		50.00	122923	300492 PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2023-6 DEC	0	2024	3	INV	P		32.87	122923	300492 PEARL RIVER VALLEY
									117.42		
				ACCOUNT TOTAL					39,721.97		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3									
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
009677	638000								
003348	L & A CONTRACTING CO	483-256	0	FIXED EQUIPMENT R&M 2024 3 INV P		48,365.87	122923	300452	LAGOONS AERATOR MAI
ACCOUNT TOTAL						48,365.87			
ORG 009677 TOTAL						88,087.84			
FUND 009 WATER & SEWER OPERATION/MAINT.						TOTAL:	623,085.44		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
011000											
011000	114000										
050428	FREE, LYNSEY	44580		0	2024	3	INV	P	26.71	122923	300420
050429	TRECEST, ALBERT	44581		0	2024	3	INV	P	11.34	122923	300534
050430	DOW, MICHELLE	44582		0	2024	3	INV	P	75.00	122923	300407
050431	SIMS, JOSHUA	44583		0	2024	3	INV	P	75.00	122923	300519
050432	LINCOLN DENTAL ARTS	44585		0	2024	3	INV	P	40.00	122923	300462
050433	HALLMAN PROPERTY 422	44586		0	2024	3	INV	P	11.34	122923	300428
050434	MOORE, RYAN	44587		0	2024	3	INV	P	5.34	122923	300475
050435	EMPOWERING YOU MAM	44588		0	2024	3	INV	P	75.00	122923	300411
050436	LARRIMORE, LOGAN	44589		0	2024	3	INV	P	14.80	122923	300455
050437	HALLMAN PROPERTIES M	44590		0	2024	3	INV	P	75.00	122923	300427
050438	MALECKAS, CRYSTAL	44591		0	2024	3	INV	P	11.34	122923	300465
050439	LITTLE, RICHARD T	44592		0	2024	3	INV	P	75.00	122923	300463
050440	DEUS, ALLISON	44593		0	2024	3	INV	P	11.34	122923	300403
050441	REMAX REAL ESTATE PA	44594		0	2024	3	INV	P	11.34	122923	300507
050442	HILL, ANTHONY WAYNE	44595		0	2024	3	INV	P	75.00	122923	300432
050443	COOK-KELLY, DARRYN	44596		0	2024	3	INV	P	1.76	122923	300397
050444	RINDERER, NICHOLAS R	44597		0	2024	3	INV	P	75.00	122923	300509
050445	LIN, DE HUA	44599		0	2024	3	INV	P	75.00	122923	300460
050446	TORTORICH, BRETT P	44600		0	2024	3	INV	P	11.34	122923	300533
050447	MILLER, FRANCES	44601		0	2024	3	INV	P	75.00	122923	300472
050448	RYLEE DEVELOPMENT LL	44602		0	2024	3	INV	P	28.34	122923	300512
050449	WEIR, SARAH K	44603		0	2024	3	INV	P	11.34	122923	300550
050450	RYLEE DEVELOPMENT LL	44604		0	2024	3	INV	P	28.34	122923	300513
050451	LEE, BELINDA F 119 C	44605		0	2024	3	INV	P	11.34	122923	300458
050452	MELENDEZ, HUNTER	44606		0	2024	3	INV	P	11.34	122923	300469

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
ACCOUNT TOTAL							922.35				
011000	115000			COLLECTION FEES							
002058	ADELA INC	04020149000	10/23	0	2024	3 INV P	401.27	122923	300355	WATER COLLECTION FE	
ACCOUNT TOTAL							401.27				
ORG 011000 TOTAL							1,323.62				
011001			WATER & SEWER REVENUES								
011001	360001			RESIDENTIAL WATER-NO TAX							
050427	CLARK TECHNOLOGIES L	44579	0	2024	3	INV P	122.94	122923	300390		
050432	LINCOLN DENTAL ARTS	44584	0	2024	3	INV P	77.32	122923	300461		
050444	RINDERER, NICHOLAS R	44598	0	2024	3	INV P	121.16	122923	300510		
ACCOUNT TOTAL							321.42				
ORG 011001 TOTAL							321.42				
FUND 011 WATER & SEWER FUND					TOTAL:		1,645.04				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3													
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION	
039551				AIRPORT IMPR.-AIRPORT DIV									
039551 729502				AIRPORT IMP-FAA									
002466	CHRIS ALBRITTON	CONS	PAY APP NO 1	0	2024	3	INV	P	319,959.89	122923	300385	MB	2022-307 BOBBY C
002843	FORD ENGINEERING	SER	210206Q	0	2024	3	INV	P	1,236.20	122923	300417	MB	2021-31 RUNWAY 1
002843	FORD ENGINEERING	SER	221206H	0	2024	3	INV	P	6,148.66	122923	300417	MB	2021-306 BOBBY C
									7,384.86				
ACCOUNT TOTAL									327,344.75				
ORG 039551 TOTAL									327,344.75				
FUND 039 AIRPORT IMPROVEMENT FUND				TOTAL:					327,344.75				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3														
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT			CHECK	DESCRIPTION	
072201					MUN.ROAD&BRIDGE-STREET DIV									
072201 602500					LEGAL									
003228	JACKSON,	TULLOS & RO	10439	0	2024	3	INV	P	5,229.57	122923	300442	MB	2022-17	MIDTOWN
003228	JACKSON,	TULLOS & RO	10935	0	2024	3	INV	P	659.50	122923	300442	MB	2022-17	MIDTOWN
									5,889.07					
ACCOUNT TOTAL									5,889.07					
ORG 072201 TOTAL									5,889.07					
FUND 072 MUNICIPAL ROAD & BRIDGE									TOTAL:	5,889.07				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
073570										
073570	510000									
004634	WHEELER'S JANITORIAL	16032		2401010	2024	3	INV P	1,925.00	122923	300551 PROFESSIONAL CLEANI
								1,925.00		
073570	525000									
004583	WARING OIL CO	292295		2400925	2024	3	INV P	1,002.88	122923	300544 SUPREME OIL & ANTI-
								1,002.88		
073570	525500									
004583	WARING OIL CO	292295		2400925	2024	3	INV P	544.12	122923	300544 SUPREME OIL & ANTI-
								544.12		
073570	559000									
048827	CARQUEST	14758-32446		2400918	2024	3	INV P	376.44	122923	300382 SUPPLIES ALL FORDS
								376.44		
073570	561000									
003543	MCELHANEY PLUMBING I	298918		2401122	2024	3	INV P	110.45	122923	300468 REPAIR OUTSIDE FAUC
								110.45		
073570	570000									
004297	SOUTHERN TIRE MART (	2520140742		2400912	2024	3	INV P	2,075.00	122923	300525 TIRES FOR ALL WORK
								2,075.00		
073570	571001									
048827	CARQUEST	14758-32446		2400918	2024	3	INV P	290.67	122923	300382 SUPPLIES ALL FORDS
								290.67		
073570	571002									
048827	CARQUEST	14758-32446		2400918	2024	3	INV P	25.38	122923	300382 SUPPLIES ALL FORDS
								25.38		
073570	604900									
049426	ENMON ENTERPRISES	SEM12230232		2401126	2024	3	INV P	303.00	122923	300413 DEEP CLEANING BATHR
049426	ENMON ENTERPRISES	SEM12230233		2401061	2024	3	INV P	451.00	122923	300413 PROFESSIONAL CLEANI
								754.00		
								754.00		
073570	620000									
002527	COMMERCIAL STATIONER	474508-0		2401183	2024	3	INV P	36.00	122923	300394 BUS PASSES FOR EDWA

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
ACCOUNT TOTAL											36.00				
073570	630500			ELECTRICITY											
003700	MS POWER COMPANY	E2023-11	DEC	0	2024	3	INV	P	2,464.95	122923		300477	MISSISSIPPI POWER-V		
ACCOUNT TOTAL											2,464.95				
073570	638501			BUS EQUIP R&M-FIXED ROUTE											
002565	COURTESY MOTORS INC	336995		2400839	2024	3	INV	P	3,257.28	122923		300399	FRONT END REPAIR ON		
ACCOUNT TOTAL											3,257.28				
073570	643000			UNIFORM RENT											
002471	CINTAS CORPORATION #	4175845038		0	2024	3	INV	P	157.41	122923		300386	HCT UNIFORM RENTALS		
002471	CINTAS CORPORATION #	4176561058		0	2024	3	INV	P	156.65	122923		300386	HCT UNIFORM RENTALS		
002471	CINTAS CORPORATION #	4177285180		0	2024	3	INV	P	167.15	122923		300386	HCT UNIFORM RENTALS		
											481.21				
ACCOUNT TOTAL											481.21				
073570	729553			BUS SHELTER INFRAS-533											
003764	NEEL-SCHAFFER INC	1090380-1091428		0	2024	3	INV	P	41,902.56	122923		300484	MB 2021-45 FTA SIDE		
ACCOUNT TOTAL											41,902.56				
ORG 073570 TOTAL											55,245.94				
FUND 073 MASS TRANSIT FUND											TOTAL:			55,245.94	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
077650				COMMUNITY CTR-ADMIN/GENERAL							
077650	510000			CLEANING/JANITORIAL SPLY							
048909	BRADY COMPANIES, LLC	8491508		2400971	2024	3	INV	P	628.50	122923	300376 JANITORIAL SUPPLIES
				ACCOUNT TOTAL					628.50		
077650	559000			OTHER OPERATING MATL/SPLY							
002957	GROVER BROS RESTAURA	225		2400755	2024	3	INV	P	210.00	122923	300424 REPAIR TO GAS STOVE
				ACCOUNT TOTAL					210.00		
077650	570000			MTR VEHICLE REP. PTS/SPL							
004514	UNIVERSITY TIRE & SE	227198		2401014	2024	3	INV	P	134.53	122923	300540 UNIT 19099 BACK PAS
004514	UNIVERSITY TIRE & SE	INV227061		2400928	2024	3	INV	P	450.76	122923	300540 TIRES FOR UNIT 1868
									585.29		
				ACCOUNT TOTAL					585.29		
077650	630000			GAS							
004321	SPIRE	G2023-15 DEC	0		2024	3	INV	P	537.19	122923	300527 SPIRE-(MILMUT GAS)
				ACCOUNT TOTAL					537.19		
077650	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2023-19 DEC	0		2024	3	INV	P	2,905.31	122923	300478 MISSISSIPPI POWER-V
				ACCOUNT TOTAL					2,905.31		
077650	638000			FIXED EQUIPMENT R&M							
002154	ASSA ABLOY ENTRANCE	SEI 1678528	0		2024	3	INV	P	270.00	122923	300364 SERVICE TO DOOR PUS
				ACCOUNT TOTAL					270.00		
077650	639900			OTHER REPAIRS AND MAINT.							
002672	DOLEAC ELECTRIC CO I	BMR-X124		2400551	2024	3	INV	P	1,990.00	122923	300406 GENERATOR MAINTENAN
				ACCOUNT TOTAL					1,990.00		
077650	729523			MS ARTS COMMISSION GRANT							
050402	GUITAR CENTER STORES	ARINV69598826		2401032	2024	3	INV	P	999.99	122923	300425 PROFESSIONAL GUITAR
				ACCOUNT TOTAL					999.99		
				ORG 077650	TOTAL				8,126.28		
FUND 077 COMMUNITY CENTERS' FUND									TOTAL:	8,126.28	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
087601 INDUSTRIAL PK-G.O.ACQUISITIONS											
087601	600500			ADMINISTRATIVE FEE							
002143	AREA DEVELOPMENT	PAR	431	0	2024	3	INV P	875.00	122923	300363	QE 12/23 ADMIN FEE
ACCOUNT TOTAL								875.00			
087601 602500				LEGAL							
004171	SHEMPER, MICHAEL J P 149			0	2024	3	INV P	893.75	122923	300517	LEGAL SERVICES THRU
047720	HOWDESHELL, PITTMAN 1391			0	2024	3	INV P	100.00	122923	300434	LEGAL SERVICES THRU
ACCOUNT TOTAL								993.75			
ORG 087601 TOTAL								1,868.75			
FUND 087 INDUSTRIAL PARK DEVELOPMENT				TOTAL:			1,868.75				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/3 TO 2024/3															
ACCOUNT/VENDOR					INVOICE	PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION		
088603					PUBLIC SAFETY/REC CONSTRUCTION										
088603 729501					HALL AVENUE OVERPASS										
003789	NORFOLK	SOUTHERN	COR	92707757	0	2024	3	INV	P	2,470.72	122923	300486	MB	2021-283 HALL AV	
003789	NORFOLK	SOUTHERN	COR	93373625	0	2024	3	INV	P	1,968.51	122923	300486	MB	2021-283 HALL AV	
										4,439.23					
048667	R & J	CONSTRUCTION		HALL AVE EAST #21	0	2024	3	INV	P	382,694.77	122923	300502	MB	2021-325 HALL AV	
048667	R & J	CONSTRUCTION		HALL AVE WEST #6	0	2024	3	INV	P	652,747.32	122923	300502	MB	2022-74 HALL AVE	
										1,035,442.09					
ACCOUNT TOTAL										1,039,881.32					
ORG 088603 TOTAL										1,039,881.32					
FUND 088 PUBLIC SAFETY/REC CONSTRUCTION TOTAL:										1,039,881.32					

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6050sjackson

City of Hattiesburg, MS
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
001 General Fund		971,789.94
002 PARKS & RECREATION FUND		72,721.07
005 HATT.MUNICIPAL FIRE PROTECTION		10,230.95
009 WATER & SEWER OPERATION/MAINT.		623,085.44
011 WATER & SEWER FUND		1,645.04
039 AIRPORT IMPROVEMENT FUND		327,344.75
072 MUNICIPAL ROAD & BRIDGE		5,889.07
073 MASS TRANSIT FUND		55,245.94
077 COMMUNITY CENTERS' FUND		8,126.28
087 INDUSTRIAL PARK DEVELOPMENT		1,868.75
088 PUBLIC SAFETY/REC CONSTRUCTION		1,039,881.32
801 CLAIMS FUND	3,117,828.55	
TOTAL	3,117,828.55	3,117,828.55

** END OF REPORT - Generated by Sherry Jackson **