



Tuesday, September 3, 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. **2024-436** Hold a Public Hearing for an appeal as requested by 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 Congregate Care and/or Church instead of a Group facility. The Planning Commission recommended upholding the decision of the Urban Development Director.

2. **2024-419** Hold Public Hearing to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.
 Attachments:
 1. Hold Public Hearing Memo - CE 09 03 2024
 2. 1. 105 Saucier Dr Case History
 3. 2. 309 Magnolia Ave Case History
 4. 3. 711 Claiborne Ave Case History
 5. 4. 717 New Orleans St Case History
 6. 5. 814 Atlanta St Case History
 7. 6. 814 Grace Ave Case History
 8. 7. 906 Short 7th St Case History
 9. 8. 1100 Coit St Case History
 10. 9. 1220 Dewey St Case History
 11. 10. 303 S 13th Ave Case History
 12. 11. 117 E Scooba St Case History
 13. 12. 231 May Ave Case History
 14. 13. 423 E Scooba St Case History
 15. Dismissal Memo - 231 May Ave

3. **2024-443** Hold Public Hearing to hear public comment on the Motor Vehicle Assessment Schedule for the City of Hattiesburg for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

Presentation Agenda

Citizen's Forum

- **Agenda Adjustments - Add Routine Item #10 at the request of the Administration as follows:**

10. **2024-448** Acknowledge bids received August 29, 2024 for the Midtown Streetscape Project and reject all bids received; Authorize for re-advertisement of bids.

POLICY AGENDA

1. **2024-422** Approve the minutes for the August 19, 20 & 23, 2024 meetings of the City Council.
2. **2024-437** Approve the Planning Commission recommendation to deny the petition by Douglas Miller, petitioner, 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 Congregate Care and/or Church instead of a Group facility. This recommendation is being appealed.
3. **2024-420** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
4. **2024-425** Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.
5. **2024-444** Adopt a Resolution for final approval of the Motor Vehicle Assessment Schedule for fiscal Year 2024-2025.
6. **2024-426** Adopt a Resolution approving the revised obligation of the City's ARPA funds for the Lincoln Rd Stormwater Retention Facility Phase 1 project; Authorizing the execution of a construction contract with Walter's Construction for the same; and for related purposes.
7. **2024-423** Approve Lighting Agreements with Mississippi Power Company for additional street lighting for a monthly increase of \$50.22 and authorize the Mayor to execute the same.
8. **2024-423** Acknowledge bids received June 20th, 2024 for the Lincoln Road Detention Pond and accept the bid from Walters Construction Company, Inc in the amount of \$4,791,444.00; and Authorize the Mayor to execute any and all documents required for the project including, but not limited to, construction contracts.

9. 2024-417 Acknowledge receipt of closing documents for the Water Plant 1 Ph II Project; Authorize Advertisement for Final Settlement; Authorize Final Acceptance of the project and payment of Final Pay Application to the Hemphill Construction Co.
10. 2024-431 Acknowledge receipt of closing documents for the FTA Sidewalks Hardy St.- Kamper Park project and authorize publication of the Notice of Settlement, payment of the final pay application to the contractor, and final acceptance of the project.
11. 2024-375 Take from the table; Approve an Agreement between the City of Hattiesburg and Hattiesburg Exchange Club/ Dixie Youth Inc. to operate and promote Dixie Youth Baseball for Hattiesburg residents; authorize the Mayor to execute and issuance of manual check. (Tabled from the August 20, 2024 Council meeting).
12. 2024-447 Approve Letter of Engagement with Topp McWhorter Harvey PLLC to audit the financial statements of the City of Hattiesburg for the fiscal year ending September 30, 2024; authorize the Council President to execute the same.
13. 2024-438 Approve an Agreement between the City of Hattiesburg and the United States Department of Justice, Drug Enforcement Administration (DEA),to provide funding for administrative assistance to the Hattiesburg DEA Taskforce and authorize the Mayor to execute any and all necessary documents for the same.
14. 2024-440 Approve Renewal Agreement with CivicPlus for agenda management software, for a term beginning October 1, 2024 through September 30, 2025 and authorize the Mayor to execute the same.
15. 2024-433 Declare repairs to the Hattiesburg Train Depot in the amount of \$359,330.00 as an emergency purchase due to damages caused by a train in accordance with MS Code 31-7-13 (f).

ROUTINE AGENDA

1. 2024-266 Acknowledge receipt of the two-quote docket.
2. 2024-439 Acknowledge receipt of and approve the amended 2024 budget of the Hattiesburg Convention Commission.
3. 2024-365 Acknowledge receipt of and approve the 2025 budget of the Hattiesburg Convention Commission.
4. 2024-432 Acknowledge receipt of FY 2023 Expenditure Report from Hattiesburg Exchange Club for Dixie Youth Baseball.

5. **2024-434** Acknowledge receipt of the 2023-2024 End-of-Year Report for the University of Southern Mississippi Symphony & Opera Community & Educational Outreach Program.
6. **2024-429** Approve the 2024 Annual Action Plan for the City of Hattiesburg and authorize submission to the U S Department of Housing and Urban Development (HUD).
7. **2024-435** Approve Specifications and Authorize publication of an advertisement for various term bid items for the City of Hattiesburg Water Department.
8. **2024-418** Approve the sale of grave spaces per attached, Memo's, Receipts and Deeds.
9. **2024-430** Approve claims docket for the period ending August 31, 2024.

5:30 p.m: Public Hearing on the proposed budget and proposed tax levies for FYE 2025.

Hold Public Hearing on the proposed budget and proposed tax levies for fiscal year 2025 at 5:30 p.m. in Council Chambers at City Hall.

Agenda Items

1. **2024-442** Adopt Resolution levying ad valorem taxes on all taxable property within the City of Hattiesburg, Mississippi, for the purpose of raising revenue for said City for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

In Memoriam:

- Ms. Robin Barber Banks
- Mrs. Jan Doebler Lacy

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Wiley Quinn, Urban Development Director, Cory Long, Planning Administrator

cc:

Date: Tuesday, September 3, 2024

Re: Hold a Public Hearing for an appeal as requested by 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 Congregate Care and/or Church instead of a Group facility. The Planning Commission recommended upholding the decision of the Urban Development Director.
File Number: 2024-436
Minute Book #

Summary

Recommendation Statement

Please place this on the September 3, 2024 City Council meeting for consideration.

July 2024 HPC Item: A
Kenneth Thronson, Property Owner/Petitioner, and Douglas Miller, Representative
Request for: **Appeal Request for 408 Broadway Dr**



**URBAN
DEVELOPMENT
PLANNING DIVISION**

**Planning Commission
Case Fact Sheet**

Names of Petitioner: Douglas Miller, Representative

Address of Property:	Tax Parcels/Ward:	PPIN:	Ward:
408 Broadway Dr	2-038D-16-026.00	21766	2

Request: Appeal Request for 408 Broadway Dr

Purpose of Request: **Appeal of Decision by Site and Design Review Committee -** 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 Congregate Care and/or Church instead of a Group facility. The property in question is located at 408 Broadway Drive, PPIN 21766 (Forrest, County, Ward 2).

History / Background: The petitioner met with staff in Pre-Application to discuss a proposed use for 408 Broadway Drive. A previous request was submitted to the Planning Division where the applicant self-identified their use as a rehabilitation center. At this initial meeting on June 15th, 2023, the applicant went into further detail on the description of the proposed services that would be provided, where staff identified the use to be a "Group Care Facility." Staff then advised the applicant on the process to pursue the proposed use at that location, which included a rezoning request to B-3, where the current zoning of B-5 does not permit a "Group Care Facility". The rezone request was partnered with a conditional use request as well, as required by the B-3 zoning. The applicant applied for both a rezoning and conditional use request. The planning commission recommended the denial of the rezoning application.

City Council upheld the decision by the Planning Commission to deny the rezoning request to B-3 for the property, so the applicant met with staff in an additional pre-application meeting on August 31st, 2023, to further discuss the use classification for their proposed business/services. The applicant described services offered and again self-identified as a "Rehabilitation Facility". Staff categorized the facility as a "Group Facility", where the applicant appealed the decision of the Director of Urban Development for his use designation

July 2024 HPC Item: A
Kenneth Thronson, Property Owner/Petitioner, and Douglas Miller, Representative
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for the property. The appeal was sent to the Planning Commission, who recommended upholding the decision of the Director of Urban Development to categorize the proposed business as a “Group Facility”. The applicant then appealed that decision to City Council, where a public hearing was held on January 2nd, 2024 in front of City Council. City Council then upheld the decision of the Director of Urban Development as a “Group Care Facility”.

The applicant requested an additional pre-application meeting, where staff met with them on May 16th, 2024. The description provided by the applicant on their application sought to be classified as “Congregate Care” and for a “church permit.” Churches fall under the “places of assembly” use designation. However, during the pre-application meeting, staff asked if there were any changes from the original application submitted to the City, where the applicant indicated there were not, and it was the same proposed use as originally submitted. Given that disclosure, the Director of Urban Development then reaffirmed their primary use designation as a “Group Care Facility”, which is not permitted use in a B-3 zone.

The applicant has appealed that decision and requests to be classified as a church. The use provided on the application and discussed during each pre-application meeting is principally a Group Facility (Group Care Facility) and is not permitted in the zoning district. In general, a “church” would be permitted in this district if it met all other regulatory requirements in the LDC and the International Building/Fire Codes adopted. The use of a “church” or “place of assembly” would be an accessory use to the primary use as described by the applicant, and would need to meet all regulations of a “Group Care Facility”, including the required zoning districts, to open and operate.

Applicable Regulations:

SECTION 4

Zoning Districts Established

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

SECTION 5

Use Regulations

July 2024 HPC Item: A
Kenneth Thronson, Property Owner/Petitioner, and Douglas Miller, Representative
Request for: **Appeal Request for 408 Broadway Dr**

Table 5.1 Table of Uses																
Use		Additional Use Conditions Cross Reference														
		Agricultural			Residential				Business				Industrial			
		A - 1	A - 2	R - 1A	R - 1B	R - 1C	R - 2	R - 3	B - 1	B - 2	B - 3	B - 4	B - 5	I - 1	I - 2	
■	Permitted															
□	Permitted with conditions															
◆	Conditional Use															
×	Not Permitted															
Group facility		◆	◆	×	×	×	×	◆	◆	◆	×	×	×	×	×	5.4.24
Rehabilitation center, nursing care, assisted living, congregate care, palliative care, and hospice care		×	×	×	×	×	×	◆	□	□	□	□	□	×	×	5.4.35

5.4.25 Group Care Home; Group Care Center

5.4.25.1 A group home shall be located in a structure originally constructed as and designed for a single-family dwelling which shall be the principal structure on the lot. The structure shall not be altered nor the site used in any manner which diminishes its value as a single-family dwelling or which changes its exterior residential character.

5.4.25.2 Group care centers serving individuals who are deemed to be a danger to themselves or others must be identified by the applicant during Site Plan Review Care centers may not serve more than 20 residents; however, in order to protect the health and safety of the community, the Planning Commission has the right to further restrict the location of facilities and the number of residents, and to require increased buffering, screening, and fencing.

5.4.35 Rehabilitation Centers, Nursing Care, Assisted Living, Congregate Care, Palliative Care, and Hospice Care

5.4.35.1 Driveway access to accessory structures shall be through the main entrance to the facility.

5.4.35.2 No single building shall be greater than 40,000 square feet if located within 500 feet, as measured in any direction from the closest point, to a lot line of an adjacent residentially zoned lot.

SECTION 13

Definitions

Assembly: Structures and land designed for 50 or more people to congregate for civic, social, religious, or recreational functions. This definition includes but is not limited to theaters, arenas, coliseums, and worship centers.

Group Care Facility: A facility or dwelling unit housing persons unrelated by blood or marriage and operating as a group household. A group care facility may include half-way houses,

July 2024 HPC Item: A
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recovery homes, and homes for orphans, foster children, the elderly, battered children and women. It would include a specific treatment providing less than primary health care by staff appropriately certified or licensed to provide such treatment.

Present Zoning: The parcel is currently zoned B-5

Present Use: Vacant property

Future Land Use: Community Business Corridor

Surrounding Zoning and Land Use:
North: B-5 Regional Business District / B-3 Community Business
South: B-5 Regional Business District
East: B-5 Regional Business District
West: B-5 Regional Business District

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case as of June 24th, 2024.

Option: Recommend upholding or overturning the decision of the Director of Urban Development of the proposed use as a "Group Care Facility."

SUBJECT PARCEL

408 Broadway Drive — Appeal Request

Kenneth Thronson, Owner, Douglas Miller, Representative

The 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 in the Land Development Code. The request is specifically for the definition of a Congregate Care and/or Church instead of a “Group Care Facility.” (PPIN 21766, Ward 2, Forrest County).





Zoning Map



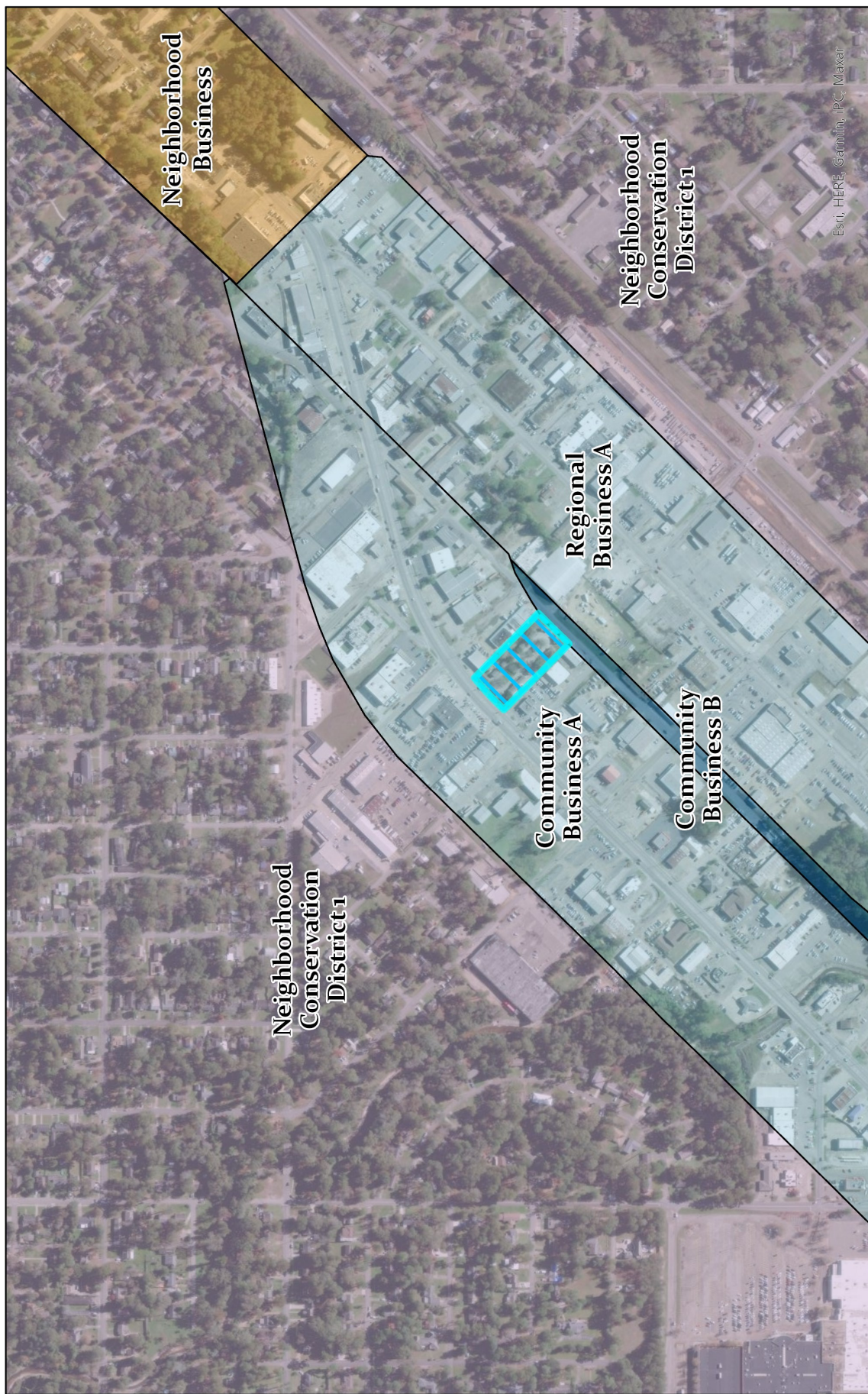
Appeal of Use Determination
408 Broadway Drive
PPIN: 21766
Flood Zone: X
Ward 4, Forrest County



**URBAN
DEVELOPMENT**
PLANNING DIVISION

Center: 89°18'26"W 31°18'54"N

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data.
This information CANNOT be used as a substitute for legal, business, tax or other professional advice.
Map Exported on: 6/21/2024 12:11 PM



Esri, HERE, Garmin, ICG, Maxar

Future Land Use Map

- Community Business A
- Community Business B
- Neighborhood Business

- Neighborhood Conservation District 1
- Regional Business A

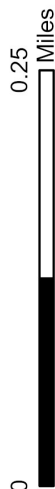
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408 Broadway Drive

PPIN: 21766

Flood Zone: X

Ward 4, Forrest County

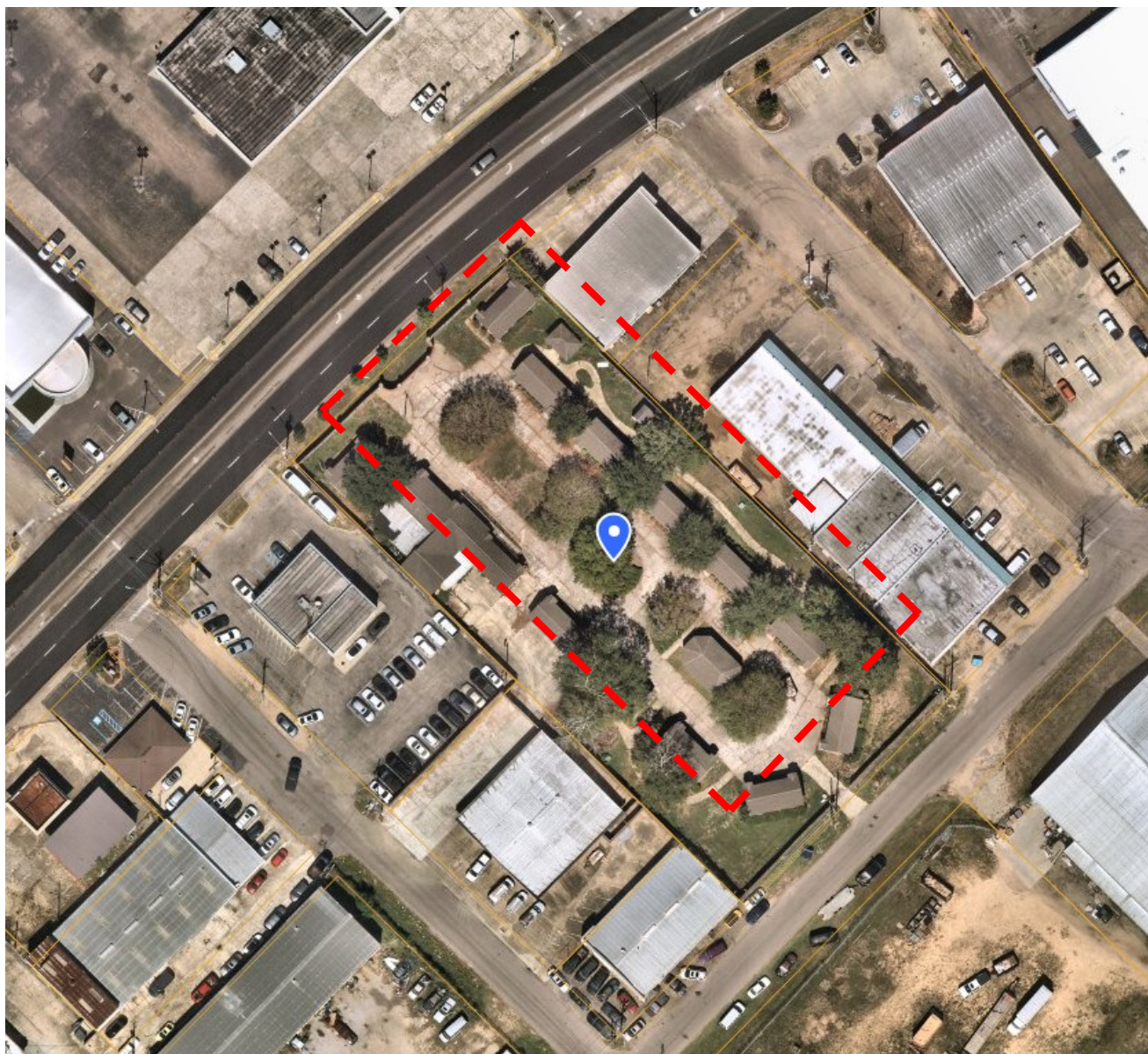


**URBAN
DEVELOPMENT**
PLANNING DIVISION

Center: 89°18'27"W 31°18'56"N

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Site Aerial



Surrounding Area



Surrounding Area



Pre-Application Meeting Process
City of Hattiesburg Planning Department

200 Forrest Street

Hattiesburg, MS 39401

Phone: 601-545-4599

Fax: 601-545-1962/Email: [planning @hattiesburgms.com](mailto:planning@hattiesburgms.com)

PURPOSE

Prior to applying for a Site Plan Review, a Pre-Application meeting is required. During this meeting the applicant will describe and present their project, views and ideas being considered. Thereafter, the planning staff will advise further action for a Site Plan Review process submittal.

The Pre-Application Committee assesses the proposed project and helps identify any issues and helps the applicant in putting together a complete application thus streamlining the application process and avoiding delays.

SCHEDULE A MEETING

Step 1: Fill out Pre-Application form. Provide a project narrative briefly describing the proposed uses.

Step 2: Bring a detailed concept plan drawn to scale. Plans are to be a minimum of 11" x 17". The drawing must include the following:

- ☐ Show entire parcel boundary with property dimensions (County parcel map)
- ☐ All adjacent streets with names
- ☐ Dimensioned Existing and Proposed Structures: Footprint, setback distances from property line to structure(s) and square footage
- ☐ Dimensioned Existing and Proposed Parking areas and curb cuts.
- ☐ Existing and Proposed utilities/easements required

Step 3: The Pre-Application form and concept plan should be submitted by Thursday, 12 noon to be on the following week's meeting list. A member of the planning staff will contact applicants to confirm the pre-application meeting date and time.

WHAT TO EXPECT FROM THE PRE-APPLICATION MEETING

The applicant will review and discuss their conceptual site plan project with the planning staff. The staff will review and provide comments regarding compliance with the necessary codes and regulations. This preview is intended to save the developer/property owner time and money before submitting the final drawings for approval by the Site Plan Review Committee. Site Plan approval is required to apply for a building permit.

Pre-Application Form
City of Hattiesburg Planning Department

200 Forrest Street
Hattiesburg, MS 39401
Phone: 601-545-4599
Fax: 601-545-1962

Return the completed form and site plan to the Planning Department by Thursday 12 noon. A member of the planning staff will contact applicants to confirm the pre-application meeting date and time. For further information, please contact: Planning Division Office Manager, 601-545-4599 or email: planning@hattiesburgms.com

Today's Date: May 1, 2023
Project Name: Lighthouse Rescue Mission Inc
Proposed Use: Rescue Mission
Project Street Address: 408 Broadway Drive

PPIN Number: 21766 Parcel Number: 2-038D-16-026.00
Flood Zone: _____ Historic District: _____
Zoning District(s): B-5 Regional Business Commercial
Proposed Cost of the Project: _____

Project Representative Information

Project Representative and Title: Ken Thronson

Company Name: Lighthouse Rescue Mission Inc.
Phone: 601-582-5900 Fax: _____
Email: TheLighthousems@gmail.com
Mailing Address: 204 Eupora Street, Hattiesburg, MS 39401

Property Owner Name: The Lighthouse Rescue Mission Inc
Phone: 601-582-5900 Fax: _____
Email: TheLighthousems@gmail.com
Mailing Address: 204 Eupora Street, Hattiesburg, MS 39401

Provide project narrative fully explaining the proposed project:

The Lighthouse Rescue Mission is organized exclusively for charitable, religious, literary, educational and scientific purposes as set forth in Section 501(c)(3) the Internal Revenue Code of 1986, as amended. All of the Corporation's activities will be conducted by and through its Board of Directors.

The Lighthouse Rescue Mission will provide a Chapel open to the beneficiaries of its activities, specifically targeting those persons who may not feel comfortable in a traditional Church setting.

The Lighthouse Rescue Mission intends to provide a Biblically based Alcohol and Drug Treatment in a Congregate Care setting.

The property has been historically utilized as Congregate Care (Residential housing where people who are not related reside in close proximity and share at least one common room the Kitchen.)

The property has 12 individual cottages with two bedrooms and a shared Bathroom in each cottage. The property has a central Kitchen and will have a Cottage remodeled for Bible Study and a Church House.

We do not plan to construct new building on the property instead we intend to renovate and repair the existing infrastructure to reverse the damage it has sustained and ensure the facility meets our standards for safety and comfort.

The Property is zoned as B-5. Congregate Care is allowed in the B-5 therefore Rezoning would not be necessary.

Also we would request a Church Permit for the Lighthouse Rescue Mission.

A Church is also allowed in B-5 zone, therefore rezoning would not be required.



URBAN DEVELOPMENT PLANNING DIVISION

PRE-APPLICATION MEETING SUMMARY

Thursday, May 16th, 2024

STAFF PRESENT:

Nathan Satcher, Cory Long, Jerald Little, Blake Michaels, Slade Suber,
Joined on Thursday May 23, 2024: Wiley Quinn, Kevin Bates, Shawn Whitaker,

APPLICANT(S):

Name: Ken Thronson, Douglas Miller
Business: Lighthouse Rescue Mission

PROJECT ADDRESS/LOCATION:

Address: 408 Broadway Dr.
Zoning: B-5

CASE TYPE:

Congregate Care facility with chapel and kitchen

SPECIAL DISTRICT:

☐ Flood Zone ☐ Historic District
☐ Form-Based District

PROJECT SUMMARY:

- Applicant summary
 - 12 cottages, 2 man rooms with restroom in each cottage. 2-4 people sharing a bathroom
 - Central Kitchen facility for the complex
 - Male facility
 - Bible study with Chapel area
 - 7 designations under the 501c3
 - Grandfathered status expected
 - Veteran services to be provided
 - Discussed the non-congregate facility the city has an open grant to consider
 - May want to discuss this further with the city when 408 Broadway is complete
 - Minor remodeling may be needed. Updates to plumbing and electrical proposed
 - Target group is not homelessness, but veterans and those struggling from addiction. This group will be those that ask for help and those that may accept help as reference from the VA.
 - Group home, group facility, rehabilitation, palliative, and congregate care are all synonymous
 - 1941-1986 building was a motor-court.
- Use Category
 - No changes from the original application from 2023.
 - Chapel is an accessory use and will be permitted if the primary use can be permitted
- Building Requirements
 - Handicapped room required.
- Fire Requirements
 - Each unit will have to be sprinkled with notification systems tied to it at projected occupancy.
 - Changes may reduce this to a fire alarm in each building.

Pre-application meeting notes are provided as a courtesy by staff during pre-application meetings. These notes are not exhaustive. All Land Development Codes and City Ordinances apply, even if not listed during a pre-application meeting.



URBAN DEVELOPMENT PLANNING DIVISION

NEXT STEPS:

- Urban Development Director & Fire Marshall are unavailable and these notes will be completed upon his return. Wednesday 5/22/24 is the target date for the notes to be sent to the applicant. Notes finished Thursday 5/23/24
- Link to the Broadway study: <https://www.hattiesburgms.com/broadway/>
- The site plan review committee and the Urban Development Director finds the use to be a Group Facility as defined by the LDC in reference to information from the NAICS. Options include:
 - Appeal the decision of the use category of the Urban Development Director
 - Request a zoning change after 1 year from the last request
 - Request a zoning text amendment
 - Adjust the method of operation of the project to meet medical facility standards.

APPLICATIONS REQUIRED:

- | | |
|---|--|
| ☐ Site Plan Review Checklist and Application | ☐ Conditional Use Application |
| ☐ Public Hearing Application | ☐ Street/Alley Closing |
| ☐ Variance Application | ☐ Major Subdivision |
| ☐ Rezone Application | ☐ Minor Subdivision |
| ☐ Certificate of Appropriateness (Historic) | ☐ Building Permit Application |

Pre-application meeting notes are provided as a courtesy by staff during pre-application meetings. These notes are not exhaustive. All Land Development Codes and City Ordinances apply, even if not listed during a pre-application meeting.

RECEIVED
MAY 24 2024
BY 

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

May 24, 2024

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

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

Dear Cory Long;

In denying the Lighthouse Rescue Mission request to use the above-described property as a Congregate Care you responded as follows:

"The site plan review committee and the Urban Development Director finds the use to be a Group Facility as defined by the LDC in reference to information from the NAICS."

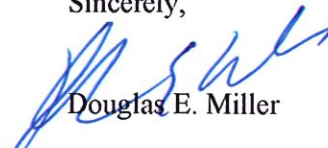
Could you provide the definition of Group Facility as defined by the LDC and the NAICS code used to deny Lighthouse Rescue Mission's request. Are you referring to the Group Care Facility (Page 159) definition in the LDC or is there a different definition for Group Facility you are referring to?

Just to be clear you denied the request for the property to be used as a church?

How do we appeal this decision and how long do we have to appeal.

Thank you for your assistance in this matter.

Sincerely,


Douglas E. Miller



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

Department of Urban Development

DATE: May 28, 2024

REQUESTED BY: Douglas Miller

REFERENCE: Lighthouse Rescue Mission Correspondence Dated May 24, 2024
Lighthouse Rescue Mission, Inc.
408 Broadway Dr
Hattiesburg, MS

Dear Mr. Douglas Miller,

The above-referenced letter provided three essential questions concerning the status of the use designation provided by the Director of Urban Development and the Site Plan Review (copy attached):

1. Could you provide the definition of Group Facility as defined by the LDC and the NAICS code used to deny Lighthouse Rescue Mission's request. Are you referring to the Group Care Facility (Page 159) definition in the LDC or is there a different definition for Group Facility you are referring to?
2. Just to be clear you denied the request for the property to be used as a church?
3. How do we appeal this decision and how long do we have to appeal.

Answers to the questions submitted:

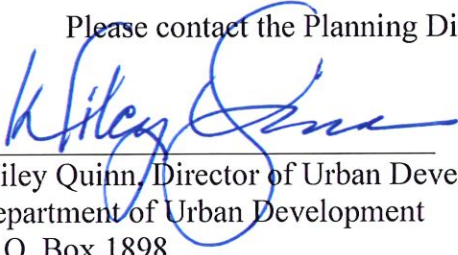
1. Congregate Care is the use self-identified in the request for pre-application. Upon review of the LDC, a definition of Congregate Care does not exist, nor is there a definition with the latest version of the North American Industrial Classification System (NAICS). The use category of Rehabilitation Center, Nursing Care, Assisted Living, Congregate Care, Palliative Care, and Hospice Care provides for temporary habitation while a patient

undergoes professional medical treatment. It is determined by the Director of Urban Development that the description provided aligns with the Group Facility (Group Care Facility) use and definition. Group Facility links to this definition in the LDC on page 159:

“Group Care Facility: A facility or dwelling unit housing persons unrelated by blood or marriage and operating as a group household. A group care facility may include half-way houses, recovery homes, and homes for orphans, foster children, the elderly, battered children and women. It would include a specific treatment providing less than primary health care by staff appropriately certified or licensed to provide such treatment.”

2. A “church” is a “place of assembly not otherwise listed” in Table 5.1 Table of Uses which is allowed by right with some conditions. The use provided on the application is principally a Group Facility (Group Care Facility) and is not permitted in the zoning district. Referencing an accessory use (Section 5.4.2), the principal use must occur before we can approve any accessory uses. A principal use of a “church” was not explored and is not referenced for review. In general, a “church” would be permitted in this district if it met all other regulatory requirements in the LDC and the International Building/Fire Codes adopted.
3. The appeal process is provided in section 12.4.2 of the LDC with fees (\$50) referenced from ordinance 2977. The applicant or his representative will have 10 days from the decision date of the notification to file for appeal. Notification date May 23, 2024, appeal ending date June 3, 2024, at the close of business hours.

Please contact the Planning Division for any additional questions at (601) 545-4599.



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

RECEIVED
MAY 24 2024
BY [Signature]

Douglas E. Miller, PLLC

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P. O. Box 1616
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Fax: 601-794-6107

E-mail: Douglasmillerlaw@gmail.com

May 24, 2024

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

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

Dear Cory Long;

In denying the Lighthouse Rescue Mission request to use the above-described property as a Congregate Care you responded as follows:

"The site plan review committee and the Urban Development Director finds the use to be a Group Facility as defined by the LDC in reference to information from the NAICS."

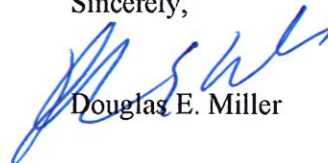
Could you provide the definition of Group Facility as defined by the LDC and the NAICS code used to deny Lighthouse Rescue Mission's request. Are you referring to the Group Care Facility (Page 159) definition in the LDC or is there a different definition for Group Facility you are referring to?

Just to be clear you denied the request for the property to be used as a church?

How do we appeal this decision and how long do we have to appeal.

Thank you for your assistance in this matter.

Sincerely,


Douglas E. Miller

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

May 29, 2024

The Planning Division of Urban Development
P. O. Box 1898
Hattiesburg, MS 39403

Kermas Eaton
Director of Administration/City Clerk

Wiley Quinn
Director of Urban Development

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

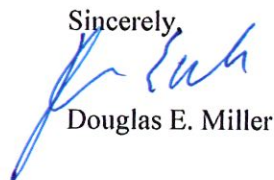
Dear Sirs;

Please find enclosed our request to appeal the Planning Commission recommendation of the:

- 1) Designation of Lighthouse Rescue Mission, Inc. as a Group Care Facility.
- 2) Denial of Lighthouse Rescue Mission to use the property as a Church.

in the Pre-Application meeting on May 16, 2024. Also Enclosed is the \$50.00 fee to appeal. If you need any further information, please contact me.

Sincerely,



Douglas E. Miller



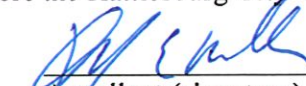
**URBAN
DEVELOPMENT
PLANNING DIVISION**

REQUEST TO APPEAL DECISION OR RECOMMENDATION

Today's Date:	May 29, 2024
Date of Decision/Recommendation Date:	May 23, 2024
<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	
Name of the Deciding Body: Director of UD ☒ Site and Design Review Committee ☐ Historic Conservation Commission ☐ Planning Commission ☐ or Board of Adjustment ☐	
Petitioner's Request of the Deciding Body: <u>Review the denial of a Church and look at Congregate care versus Group Care Facility</u>	
Deciding Body's Recommendation: Denied use of property for Church. Defined Lighthouse as a Group Care Facility.	

**Attach the specific grounds for appeal to this application.
Subject to a \$50 fee per ordinance 2977**

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


Appellant (signature)
Douglas E. Miller

Send to:
The Planning Division of Urban Development

Copy to:
Kermas Eaton, Director of Administration/City Clerk
Wiley Quinn, Director of Urban Development

P.O. Box 1898
Hattiesburg, MS 39403
601.545.4591

JULY 7, 2024

LIGHTHOUSE RESCUE MISSION -THE COTTAGES-

PLANNING COMMISSION AND CITY COUNCIL



2 HOW TO DETERMINE THE MEANING OF A WORD ACCORDING TO LDC

SECTION 13. DEFINITIONS

Assembly: Structures and land designed for 50 or more people to congregate for civic, social, religious, or recreational functions. This definition includes but is not limited to theaters, arenas, coliseums, and worship centers.

- Any term not herein defined shall be as defined elsewhere in the Municipal Code or, if not defined there, shall have their customary dictionary meaning.

13.2 Definitions.

Unless otherwise defined within the text of this Code, the following definitions shall be used for interpretation. Words and terms used but not defined within this Code shall have their customary dictionary meaning.

3 DEFINITION OF CONGREGATE MISSISSIPPI LAW

6/18/24, 6:57 PM

legal definition of congregate care in mississippi - Google Search



Law Insider

<https://www.lawinsider.com> > dictionary > congregate

Congregate Definition | Law Insider

Search for: What is the legal definition of congregate?

What is the accountability for congregate care act?

What is residential congregate?

noun. a type of housing in which each individual or family has a private bedroom or living quarters but shares with other residents a common dining room, recreational room, or other facilities.

4 THE CITY OF HATTIESBURG IS LOOKING FOR A NON-CONGREGATE SHELTER

Non-Congregate Shelter

CITY OF HATTIESBURG

Hattiesburg, MS

For full details including attachments please visit our website at our web page (<https://www.hattiesburgms.com/community-development/>)

CITY OF HATTIESBURG

2024 Request for Proposal

Non-Congregate Shelter: Property Acquisition/Rehabilitation

Introduction:

This Request for Proposal (RFP) is seeking applications from agencies interested in providing property acquisition and/or development of a non-congregate shelter with program operations and supportive services with on-site behavioral health resources, for single adults and couples who are experiencing brief or extended periods of chronic homelessness. The City of Hattiesburg may offer up to \$914,161.40, towards property acquisition and/or development.

Property acquisition and/or site development is defined as an applicant that:

- Purchases, owns or has access to property that meets the City of Hattiesburg Site and Code Requirements and must maintain site control by the grantee for a minimum of 10 years from the date of final payment and be used for the same purpose expressed in your application and/or contract for this RFP; and
- Interest and/or experience developing property and setting up non-congregate shelter options such as modular, pods, pallets or tiny house dwellings.

The intent of the City of Hattiesburg Based Non-Congregate Shelter RFP is to:

- Help people experiencing unsheltered homelessness in the city of Hattiesburg to quickly find safe alternatives to the streets and encampments through an investment in non-congregate shelter dwelling(s) that focus on rapid exits to permanent housing, and
- Promote system transformation to rapidly exit those served from non-congregate shelter to permanent housing.

Completed applications will be reviewed by a rating team composed of community members, subject matter experts (SMEs), and designated CoH employees.

Submittal Instructions

Applications will be rated on the information requested in this RFP, and any clarifying information requested by CoH. Answer each section completely. Do not include additional agency cover letters or brochures with your application. Applications that do not follow the required format may not be rated.

5 CITY NOT ABLE TO FIND THE MEANING OF CONGREGATE CARE (NOT USING A DICTIONARY AS STATED IN LDC)

Department of Urban Development

DATE: May 28, 2024

REQUESTED BY: Douglas Miller

REFERENCE: Lighthouse Rescue Mission Correspondence Dated May 24, 2024
Lighthouse Rescue Mission, Inc.
408 Broadway Dr
Hattiesburg, MS

Dear Mr. Douglas Miller,

The above-referenced letter provided three essential questions concerning the status of the use designation provided by the Director of Urban Development and the Site Plan Review (copy attached):

1. Could you provide the definition of Group Facility as defined by the LDC and the NAICS code used to deny Lighthouse Rescue Mission's request. Are you referring to the Group Care Facility (Page 159) definition in the LDC or is there a different definition for Group Facility you are referring to?
2. Just to be clear you denied the request for the property to be used as a church?
3. How do we appeal this decision and how long do we have to appeal.

Answers to the questions submitted:

1. Congregate Care is the use self-identified in the request for pre-application. Upon review of the LDC, a definition of Congregate Care does not exist, nor is there a definition with the latest version of the North American Industrial Classification System (NAICS). The use category of Rehabilitation Center, Nursing Care, Assisted Living, Congregate Care, Palliative Care, and Hospice Care provides for temporary habitation while a patient



MAYOR
Toby Barker

6 LAND DEVELOPMENT CODE – SECTION I

It is the
responsibility
of the city to
meet the needs
of the Citizens
of Hattiesburg

Item	Applicability	Reference	Details	Adm.	Director	Design	Historic	Permitted	Sign	Accessory	Process	Definition
SECTION 1. INTENT AND PURPOSE												
1.1	INTENT AND PURPOSE. The intent and purpose of this Land Development Code is to: • promote the health, safety and welfare of the citizens of the City of Hattiesburg, Mississippi; • provide long term benefits by establishing procedures and standards to be followed in the development and redevelopment of land; • promote economic development and diversification within the City; • protect and enhance Hattiesburg's natural environment; • maintain the aesthetics and historic character of the City; • implement the City of Hattiesburg Comprehensive Plan 2008 – 2028, as amended; • ensure the coordination of land uses, utilities and transportation facilities; • ensure quality design and construction of residential, business, industrial and agricultural developments; • assist in the coordination and efficiency of governmental actions within the City; and • enable the City of Hattiesburg to uniformly and consistently evaluate and approve, as appropriate, new development proposals, land subdivision, changes to existing uses, and redevelopment proposals.											
1.2	STATUTORY AUTHORIZATION. The Legislature of the State of Mississippi has, in Title 17, Chapter 1, Section 17-1-1 through 17-1-27 of the Mississippi Code, annotated, 1972, as amended, delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizens. Therefore be it ordained by the Governing Authority of the City of Hattiesburg, Mississippi, that the Land Development Code Establishing Zoning Districts and Regulations for Land Development and Land Subdivision in the City of Hattiesburg be established.											
1.3	RELATIONSHIP TO THE COMPREHENSIVE PLAN. The Land Development Code is intended to implement and be consistent with the goals and strategies of the City of Hattiesburg Comprehensive Plan 2008–2028. Any amendments to this Code shall be consistent with the adopted Comprehensive Plan, as amended from time to time.											
1.4	TITLE. This code shall be known as the City of Hattiesburg Land Development Code and may be cited as "Land Development Code" or "LDC."											
1.5	INTERPRETATION. This Code sets the minimum requirements necessary for the promotion of the health, safety and welfare of the citizens of Hattiesburg. In many instances, the public is best served when such minimums are exceeded. 1.5.1 In those instances when other applicable laws, rules or regulations of the city, county, state or federal government contain standards covering the same subject matter, the more restrictive requirements of higher standards will govern. 1.5.2 The provisions of this Code are interrelated and cannot be taken in isolation. All provisions and regulations must be taken within the context and intent of the entire Code. 1.5.3 The provisions of this Land Development Code will be interpreted and enforced by the Director of Urban Development unless otherwise specified (as in the case of variance and appeals requests), or by his or her designee, unless otherwise specified in this Code.											

7 LAND DEVELOPMENT CODE – SECTION I

1.5 INTERPRETATION.

This Code sets the minimum requirements necessary for the promotion of the health, safety and welfare of the citizens of Hattiesburg. In many instances, the public is best served when such minimums are exceeded.

2.5.1

In those instances when other applicable laws, rules or regulations of the city, county, state or federal government contain standards covering the same subject matter, the more restrictive requirements or higher standards will govern.

Uses

Dimensions

Design

Infrastr

LAND DEVELOPMENT CODE – SECTION 5 THINGS ALLOWED IN A B5

Table 5.1 Table of Uses

Table 5.1 Table of Uses															
Use	Agricultural		Residential					Business					Industrial		Additional Use Conditions Cross Reference
	A-1	A-2	R-1A	R-1B	R-1C	R-2	R-3	B-1	B-2	B-3	B-4	B-5	I-1	I-2	
■ Permitted															
□ Permitted with conditions															
◆ Conditional Use															
× Not Permitted															
Lodging—hotel, motel	×	×	×	×	×	×	×	×	×	×	×	×	×	×	-
Machinery, tools/construction equipment, limited sales and service	×	×	×	×	×	×	×	×	×	×	×	×	×	×	-
Marine sales and service	×	×	×	×	×	×	×	×	×	×	×	×	×	×	-
Medical or dental office	×	×	×	×	×	×	×	×	×	×	×	×	×	×	-
Methadone Maintenance Facility	×	×	×	×	×	×	×	×	×	×	×	×	×	×	-
Microbreweries	×	×	×	×	×	×	×	×	×	×	×	×	×	×	-
Mining and extraction	×	×	×	×	×	×	×	×	×	×	×	×	×	×	-
Open space, common and public	×	×	×	×	×	×	×	×	×	×	×	×	×	×	-
Other professional office	×	×	×	×	×	×	×	×	×	×	×	×	×	×	-
Package liquor store	×	×	×	×	×	×	×	×	×	×	×	×	×	×	-
Park/playground	×	×	×	×	×	×	×	×	×	×	×	×	×	×	-
Parking, garage	×	×	×	×	×	×	×	×	×	×	×	×	×	×	-
Parking, surface	×	×	×	×	×	×	×	×	×	×	×	×	×	×	-
Pawn shop	×	×	×	×	×	×	×	×	×	×	×	×	×	×	5.4.31
Personal and professional services, excluding tattoo parlors	×	×	×	×	×	×	×	×	×	×	×	×	×	×	-
Places of assembly not otherwise listed	□	□	◆	◆	◆	◆	◆	◆	□	■	■	■	◆	×	5.4.32
Recreation center	×	×	×	×	×	×	×	×	×	×	×	×	×	×	-
Rehabilitation center, nursing care, assisted living, congregate care, palliative care, and hospice care	×	×	×	×	×	×	×	×	×	×	×	×	×	×	5.4.35

Intent

Applicability

Reg.

Districts

Uses

Dimensions

Design

Infrastructure

Environment

5

5.4.31

5.4.32

5.4.35

9 LAND DEVELOPMENT CODE – SECTION 5 - NAICS IS ONLY TO BE USED TO DETERMINE USE CATEGORIES

5.2 Determination of Use Category.

5.3.3.2

The Director shall make a determination as to whether or not any proposed use is permitted within Hattiesburg's zoning jurisdiction based on the uses listed in the Table of Uses. Whenever it is not clear whether a proposed use is or is not permitted, the Director shall consult the purpose statement for each district and the latest version of the North American Industrial Classification System (NAICS) to help make a determination. Any use not specifically listed in the Permitted Uses Table and any proposed use not substantially similar to a listed use as determined by the Director after consultation may be considered a "Conditional Use" and will require review by the Hattiesburg Planning Commission.

5.3.3.3

5.3.3.4

10 LIGHTHOUSE RESCUE MISSION NON-PROFIT STATUS

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

Date: APR 20 2006

LIGHTHOUSE RESCUE MISSION INC
C/O ROBERT T JACKSON JR
PO BOX 15517
BATTLESBURG, MS 39404-5517

DEPARTMENT OF THE TREASURY

Employer Identification Number:

20-3606094

DLN:

17053073010036

Contact Person:

DIANE M GENTRY

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

509(a)(1)

Form 990 Required:

Yes

Effective Date of Exemption:

July 27, 2005

Contribution Deductibility:

Yes

Advance Ruling Ending Date:

December 31, 2009

ID# 31361

period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling

THE PURPOSE OF LIGHTHOUSE RESCUE MISSION

Tax-Status As A Section 501(c)(3) Organization

Section 1. PURPOSES. The purposes for which the Corporation is organized are:

- (a) The Corporation is organized for the following purposes:
- (1) To proclaim the Gospel of Our Lord and Savior Jesus Christ;
 - (2) To display the mercy of Christ by ministering to both the spiritual and physical needs of the homeless, the poor and the needy through the work of Lighthouse Rescue Mission, Inc.;
 - (3) To inform the public and churches regarding the needs of the homeless, the poor and the needy, and to educate the public and churches regarding the ministry of Lighthouse Rescue Mission, Inc.; and
 - (4) To minister to those in bondage to drugs and/or alcohol using biblical methods through a program designed around the exchanged life in Jesus Christ at Lighthouse Rescue Mission, Inc.
- (b) The Corporation is organized exclusively for charitable and religious and educational purposes as set forth in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of such Code.
- (c) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these articles.
- (d) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

- (e) Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue law, (2) by a corporation, contributions to which are deductible under

102022902

Article X. Doctrinal Statement

We Believe:

- In one Triune God, Father, Son and Holy Spirit, eternal in being, identical in nature, equal in power and glory and having precisely the same attributes and perfections (2 Cor. 13:14).

WHAT LIGHTHOUSE BELIEVES

- In the plenary, verbal inspiration of the Scriptures, both of the Old and new Testaments. By this we understand the Holy Spirit not only inspired the thoughts of the writers, but also formulated the very word structure into which the thoughts were cast with the result that the original documents were inerrant as to the fact and infallible as to truth. (1 Tim. 3:16-17; 2 Pet. 1:20-21).
- That man was created in the image and likeness of God but through Adam's sin, became alienated from God, acquired a sin nature, and came under the judicial sentence of death (Gen. 1:25-27; Rom. 3:22-23; 5:12-21; Eph. 2:1-3, 12).
- That the Lord Jesus Christ, the eternal Son of God, became man, without ceasing to be God, having been conceived of the Holy spirit and born of the virgin Mary, in order that he might reveal God and redeem sinful man. We believe that the Lord Jesus Christ accomplished our redemption through His death on the cross as a propitiatory and substitutionary sacrifice, and that our redemption is made sure to us by His resurrection from the dead in the identical, though glorified body in which He was crucified. (John 1:1-2; Rom. 3:24-25; 1 Peter 1:3-6).
- We believe that the Lord Jesus Christ is now in Heaven exalted at the right hand of God where, as High Priest for His people, He fulfills the ministry of Representative, intercessor and Advocate (Rom. 3:24; Heb. 9:24; 1 John 2:1-2).
- That the Holy Spirit, the third Person of the Godhead, in the present age indwells all believers in the Lord Jesus Christ, baptizes them into the Body of Christ and seals them unto the day of redemption, and we believe that every believer is commanded of God to be filled with the Holy Spirit (Rom. 8:9; 1 Cor. 12:12-14; Eph. 1:13-14, 5:18-20).
- That salvation is the gift of God offered to man by grace and received by personal faith in the Lord Jesus Christ and that this salvation is sure and eternal (John 3:16, 10:28-30; 1 John 5:11-13).
- That the Church is a spiritual organism made up of all born-again persons in this age irrespective of their affiliation with Christian organizations (Eph. 1:22-23; 6:25-27; 1 Cor. 12:12-14).
- We believe in the resurrection of the Just and the Unjust where the Just will spend eternity with their heavenly Father and the Unjust in eternal separation from God in space reserved for them in the Lake of Fire. (Rev. 20:11-15).

13 JOB OR ACTIVITIES LIGHTHOUSE HAS TO OFFER

LIGHTHOUSE RESCUE MISSION, INC. EIN 20-3606094 FORM 1023--APPLICATION FOR RECOGNITION OF EXEMPTION

Part IV. Narrative Description of Activities

The Corporation is organized exclusively for charitable, religious, literary, educational and scientific purposes as set forth in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of such Code.

The Corporation is a newly formed entity and has no past or present activities. All of the Corporation's activities are planned activities.

All of the Corporation's activities will be conducted by and through its Board of Directors.

The Corporation will conduct its activities in a facility in Hattiesburg, Mississippi.

The charitable purposes for which the Corporation is organized and operated will be for the primary purpose of providing relief to the homeless, poor and/or underprivileged.

Specifically, the Corporation intends to fulfill its purpose through the following activities: Day Shelter, Overnight Shelter, Rehabilitation Programs, Second Chance Church, and Outreach Programs.

There will be no charge to any of the recipients of the services provided by the Corporation. All expenses to the Corporation to provide the facility and goods, services and programs offered to the recipients will be paid for by charitable contributions received by the Corporation.

Day Shelter:

The Corporation will operate a facility for the homeless to provide a shower, a laundry facility, and a meal.

Overnight Shelter

The Corporation will provide a facility to house homeless families and a separate facility for males and females. All services offered at the day shelter will also be offered to those utilizing the overnight shelter.

Rehabilitation Program:

The Corporation intends to provide a rehabilitation counselor to be paid by the Corporation to provide a Biblically based alcohol and drug rehabilitation program

Second Chance Church

The Corporation will provide a facility for a nightly chapel open to the beneficiaries of its charitable activities, specifically targeting those persons who may not feel comfortable in a traditional church setting.

Basic Educational Services:

Based upon research that shows that people are four times more likely to be homeless because of poor management than because of losing government benefits, the Corporation will seek to offer basic educational services, including reading programs, money management classes and GED (General Equivalency Diploma) classes.

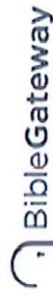
Outreach Program:

The Corporation will seek to reach out to those persons attending its other activities and to the community at large, particularly those individuals in the community who have suffered tragedies in their lives, such as victims of Hurricane Katrina. In all opportunities for which the Corporation is able to minister to the poor or underprivileged, the Corporation will seek to show the love of Christ by offering clothing and job-related information.

Services Planned for the Future

The Corporation will endeavor to one day provide a small clinic for basic medical care and basic legal services and advice to the poor and underprivileged in the area.

14 MATTHEW 25:31-46 (NIV)



Matthew 25:31-46 New International Version

**This is our
Reasonable
Service to
OUR LORD
and
SAVIOR!**

The Sheep and the Goats

³¹ "When the Son of Man comes in his glory, and all the angels with him, he will sit on his glorious throne. ³² All the nations will be gathered before him, and he will separate the people one from another as a shepherd separates the sheep from the goats. ³³ He will put the sheep on his right and the goats on his left.

³⁴ "Then the King will say to those on his right, 'Come, you who are blessed by my Father; take your inheritance, the kingdom prepared for you since the creation of the world. ³⁵ For I was hungry and you gave me something to eat, I was thirsty and you gave me something to drink, I was a stranger and you invited me in, ³⁶ I needed clothes and you clothed me, I was sick and you looked after me, I was in prison and you came to visit me.'

³⁷ "Then the righteous will answer him, 'Lord, when did we see you hungry and feed you, or thirsty and give you something to drink?' ³⁸ When did we see you a stranger and invite you in, or needing clothes and clothe you? ³⁹ When did we see you sick or in prison and go to visit you?'

⁴⁰ "The King will reply, 'Truly I tell you, whatever you did for one of the least of these brothers and sisters of mine, you did for me.'

⁴¹ "Then he will say to those on his left, 'Depart from me, you who are cursed, into the eternal fire prepared for the devil and his angels. ⁴² For I was hungry and you gave me nothing to eat, I was thirsty and you gave me nothing to drink, ⁴³ I was a stranger and you did not invite me in, I needed clothes and you did not clothe me, I was sick and in prison and you did not look after me.'

⁴⁴ "They also will answer, 'Lord, when did we see you hungry or thirsty or a stranger or needing clothes or sick or in prison, and did not help you?'

⁴⁵ "He will reply, 'Truly I tell you, whatever you did not do for one of the least of these, you did not do for me.'

15 STATEMENT FROM LOCAL DRUG COURT

Focus goes beyond dealing with the addiction

One of the issues many participants deal with is finding a place to live that doesn't put them back in the same surroundings they were in as addicts.

"Sober living is very much in need," Helfrich said. "A lot of individuals have siblings or other family members or sometimes even parents who are in active addiction — you can't get them clean and then send them back to that environment."

Finding jobs that pay a living wage are difficult to find for many Drug Court participants.

"They can get the lower-paying jobs, but it's much harder to get the better-paying jobs," Helfrich said.

But community members who have stepped up to help make the Drug Court experience a little easier, by providing jobs, sober-living opportunities, transportation and other needs, Helfrich said.

How to help

Housing and employment remain two of the biggest issues for drug court participants, but the community can help in other ways. For information on how to help, call the drug court at 601-545-1321.

16 THE STATE OF MISSISSIPPI USES NON-PROFIT ORGANIZATIONS

Nonprofit organizations play a growing role in the social and economic well-being of the United States, including Mississippi. They are businesses that provide services, goods, and resources to meet community needs, and can also help other businesses in the community to drive economic development. Nonprofits are mission-driven organizations that benefit the public, rather than the financial interests of an individual, private shareholder, or group of people. ^

HATTIESBURG ENCOURAGING SELLING ALCOHOL AND MARIJUANA

HATTIESBURG opts out of medical marijuana: Mayor 100y Barker on the decision



Laurel Thrukill
Hattiesburg American
Published 10 a.m. CT April 12, 2022

though the deadline for Mississippi communities to pass on allowing certain types of medical marijuana businesses to operate within their jurisdictions is fast approaching, Hattiesburg officials don't plan to

"We have no intentions of opting out," said Hattiesburg Mayor Toby Barker. "No move they want to make."

ities and counties have until the first week of May to finalize decisions on whether they will allow dispensaries, cultivators and processing facilities to operate in their jurisdictions.

surrounding areas, including Madison, Brandon, Ridgeland, Pass Christian and Gulfport are among Mississippi communities that have already opted out. Madison Mayor Mary Hawkins-Butler cited concerns over zoning and "increased danger to (Madison) first responders" among the reasons for opting out.

Madison opts out of medical marijuana: Mayor cites zoning and public safety concerns

More: Mississippi pain cream scheme: Key player Chad Barrett sentenced, must repay \$182.5 million

While I certainly understand some concerns, these facilities, they're extremely regulated, and a lot of people in our community vote support that medical marijuana initiative, and I think there are a lot of people who will benefit from it," Barker said.

Barker said the city is working to determine how dispensaries and other medical marijuana-related facilities will be incorporated into

According to the Mississippi Medical Cannabis Act, cannabis establishments cannot be located within 1,000 feet of any school, church or childcare facility unless it has received a waiver.

By June, the state Department of Health plans to begin accepting license applications for patients, medical practitioners, cannabis cultivation facilities, cannabis processing facilities, cannabis testing facilities, cannabis waste disposal entities and

The City of Hattiesburg could

not!!! have opted out of this and did

once the application process begins, there will be a 30-day approval time for licensure applications and a five-day approval time for program patients.

What recently opened in Hattiesburg: Businesses and restaurants

"I think there are a lot of people who deal with some really tough illnesses, and if they can have another option other than more opioids, it might give them some relief and add some quality of life. I think that's worth moving forward on," Barker said.

A full list of qualifying conditions can be found on the state Department of Health website.

Contact reporter Laurel Thrukill at lthrukill@gannett.com or on Twitter.

18 MARIJUANA BUSINESSES OPERATING IN HATTIESBURG

CITY OF HATTIESBURG WORKS OUT ZONING REGULATIONS IN PREPARATION FOR MEDICAL MARIJUANA BUSINESSES

By HASKEL BURNS
Tue.05/03/22-2:20PM, 3,677 Reads

With no members of Hattiesburg City Council yet voicing opposition to the Mississippi Medical Cannabis Act – and Mayor Toby Barker fully on board with the initiative – officials from the City of Hattiesburg are ensuring proper zoning laws are in place in preparation for the arrival of medical marijuana businesses in the city. The matter was addressed at the May 2 council meeting by An...

cannabis dispensaries in Mississippi get city approval. Here's what owners have to say.



Lici Beveridge
Hattiesburg American

Published 11:38 a.m. CT Aug. 17, 2022 | Updated 11:58 a.m. CT Aug. 17, 2022

Hattiesburg City Council approved two conditional-use zoning variances for cannabis dispensaries in the city, paving the way for a new avenue for medical treatment in Mississippi.

The votes were unanimous.

19 BUSINESSES OPERATING IN HATTIESBURG

Public Property was
CLOSED
for a Private and
Personal Benefit



THE CITY OF HATTIESBURG HAS VIOLATED STATE AND FEDERAL LAWS AGAINST THE LIGHTHOUSE

- RELIGIOUS LAND USE AND INSTITUTIONALIZED PERSONS
ACT OF 2000
- 1ST AMENDMENT
- 14TH AMENDMENT
- FAIR HOUSING ACT
- AMERICAS DISABILITY ACT
- RELIGIOUS FREEDOM RESTORATION ACT



21 FIRST AMENDMENT AND RELIGION

1/24, 12:42 PM

First Amendment and Religion | United States Courts

First Amendment and Religion

The First Amendment has two provisions concerning religion: the Establishment Clause and the Free Exercise Clause. The Establishment clause prohibits the government from "establishing" a religion.

The precise definition of "establishment" is unclear. Historically, it meant prohibiting state-sponsored churches, such as the Church of England.

Today, what constitutes an "establishment of religion" is often governed under the three-part test set forth by the U.S. Supreme Court in *Lemon v. Kurtzman*, 403 U.S. 602 (1971). Under the "Lemon" test, government can assist religion only if (1) the primary purpose of the assistance is secular, (2) the assistance must neither promote nor inhibit religion, and (3) there is no excessive entanglement between church and state.

The Free Exercise Clause protects citizens' right to practice their religion as they please, so long as the practice does not run afoul of a "public morals" or a "compelling" governmental interest. For instance, in *Prince v. Massachusetts*, 321 U.S. 158 (1944), the Supreme Court held that a state could force the inoculation of children whose parents would not allow such action for religious reasons. The Court held that the state had an overriding interest in protecting public health and safety.

22 FIRST AMENDMENT AND RELIGION

Constitution of the United States

First Amendment

First Amendment Explained

Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.

THE FAIR HOUSING ACT

The Fair Housing Act, 42 U.S.C. 3601 et seq., prohibits discrimination by direct providers of housing, such as landlords and real estate companies as well as other entities, such as municipalities, banks or other lending institutions and homeowners insurance companies whose discriminatory practices make housing unavailable to persons because of:

- race or color
- religion
- sex
- national origin
- familial status, or
- disability.

In cases involving discrimination in mortgage loans or home improvement loans, the Department may file suit under both the Fair Housing Act and the Equal Credit Opportunity Act. The Department brings cases where there is evidence of a pattern or practice of discrimination or where a denial of rights to a group of persons raises an issue of general public importance. Where force or threat of force is used to deny or interfere with fair housing rights, the Department of Justice may institute criminal proceedings. The Fair Housing Act also provides procedures for handling individual complaints of discrimination. Individuals who believe that they have been victims of an illegal housing practice, may file a complaint with the Department of Housing and Urban Development (HUD) or file their own lawsuit in federal or state court. The Department of Justice brings suits on behalf of individuals based on referrals from HUD.

Discrimination in Housing Based Upon Race or Color

One of the central objectives of the Fair Housing Act, when Congress enacted it in 1968, was to prohibit race discrimination in sales and rentals of housing. Nevertheless, more than 30 years later, race discrimination in housing continues to be a problem. The majority of the Justice Department's pattern or practice cases involve claims of race discrimination. Sometimes,

availability of housing, either saying that nothing was available or steering home seekers to certain areas based on race. Individuals who receive such false information or misdirection may have no knowledge that they have been victims of discrimination. The Department of Justice has brought many cases alleging this kind of discrimination based on race or color. In addition, the Department's Fair Housing Testing Program seeks to uncover this kind of hidden discrimination and hold those responsible accountable. Most of the mortgage lending cases brought by the Department under the Fair Housing Act and Equal Credit Opportunity Act have alleged discrimination based on race or color. Some of the Department's cases have also alleged that municipalities and other local government entities violated the Fair Housing Act when they denied permits or zoning changes for housing developments, or relegated them to predominantly minority neighborhoods, because the prospective residents were expected to be predominantly African-Americans.

7/24, 12:38 PM
Civil Rights Division | The Fair Housing Act

THE FAIR HOUSING ACT

Discrimination in Housing Based Upon Religion

The Fair Housing Act prohibits discrimination in housing based upon religion. This prohibition covers instances of overt discrimination against members of a particular religion as well as direct actions, such as zoning ordinances designed to limit the use of private homes as a place of worship. The number of cases filed since 1968 alleging religious discrimination is small in comparison to some of the other prohibited bases, such as [race](#) or [national origin](#). The Act does contain a limited exception that allows non-commercial housing operated by a religious organization to reserve such housing to persons of the same religion.

Discrimination in Housing Based Upon Sex, Including Sexual Harassment

The Fair Housing Act makes it unlawful to discriminate in housing on the basis of sex. In recent years, the Department's focus in this area has been to challenge sexual harassment in housing. Women, particularly those who are poor, and with limited housing options, often have little recourse but to tolerate the humiliation and degradation of sexual harassment or risk having their families and themselves removed from their homes. The Department's enforcement program is aimed at landlords who create an untenable living environment by demanding sexual favors from tenants or by creating a sexually hostile environment for them. In this manner we seek both to obtain relief for tenants who have been treated unfairly by a landlord because of sex and also deter other potential abusers by making it clear that they cannot continue their conduct without facing repercussions. In addition, pricing discrimination in mortgage lending may also adversely affect women, particularly minority women. This type of discrimination is unlawful under both the Fair Housing Act and [Equal Credit Opportunity Act](#).

Discrimination in Housing Based Upon National Origin

<https://www.justice.gov/crt/fair-housing-act-1>

can be based either upon the country of an individual's birth or where his or her ancestors originated. Census data indicate that the Hispanic population is the fastest growing segment of our nation's population. The Justice Department has taken enforcement action against municipal governments that have tried to reduce or limit the number of Hispanic families that may live in their communities. We have sued lenders under both the [Fair Housing Act](#) and the [Equal Credit Opportunity Act](#) when they have imposed more stringent underwriting standards on home loans or made loans on less favorable terms for Hispanic borrowers. The Department has also sued lenders for discrimination against Native Americans. Other areas of the country have experienced an increasing diversity of national origin groups within their populations. This includes new immigrants from Southeastern Asia, such as the Hmong, the former Soviet Union, and other portions of Eastern Europe. We have taken action against private landlords who have discriminated against such individuals.

2020 MISSISSIPPI CODE – CHAPTER 61 RELIGIOUS FREEDOM RESTORATION ACT

Universal Citation: MS Code § 11-61-1 (2020)

1. This section shall be known and may be cited as the Mississippi Religious Freedom Restoration Act.

2. The Mississippi Legislature finds the following:

- a. The framers of the Constitution, recognizing free exercise of religion as an unalienable right, secured its protection in the First Amendment to the Constitution;
- b. Laws "neutral" toward religion may burden religious exercise as surely as laws intended to interfere with religious exercise;
- c. Government should not substantially burden religious exercise without compelling justification;

d. In *Employment Division v. Smith*, 494 U.S. 872 (1990), the United States

Supreme Court virtually eliminated the requirement that the government justify burdens on religious exercise imposed by laws neutral toward religion; and

- e. The compelling interest test as set forth in prior federal court rulings is a workable test for striking sensible balances between religious liberty and competing prior governmental interests.
3. The purposes of this section are as follows:
 - a. To restore the compelling interest test as set forth in *Sherbert v. Verner*, 374 U.S. 398 (1963), and *Wisconsin v. Yoder*, 406 U.S. 205 (1972), and to guarantee its application in all cases where free exercise of religion is substantially burdened; and
 - b. To provide a claim or defense to persons whose religious exercise is substantially burdened by government.
4. As used in this section, the following words shall have the following meanings:
 - a. "Government" means any branch, department, agency, instrumentality or political subdivision of the State of Mississippi and any official or other person acting under color of law of the State of Mississippi.
 - b. "Demonstrates" means to meet the burdens of going forward with the evidence and of persuasion.
 - c. "Exercise of religion" means the exercise of religion under the First Amendment to the Constitution.
5.
 - a. Government shall not substantially burden a person's exercise of religion even if the burden results from a rule of general applicability, except as provided in paragraph (b) of this subsection.
 - b. Government may substantially burden a person's exercise of religion only if it demonstrates that application of the burden to the person:
 - i. Is in furtherance of a compelling governmental interest; and
 - ii. Is the least restrictive means of furthering that compelling governmental

2020 MISSISSIPPI CODE – CHAPTER 61 RELIGIOUS FREEDOM RESTORATION ACT

6. A person whose religious exercise has been burdened in violation of this section may assert that violation as a claim or defense in a judicial proceeding and obtain appropriate relief against the government, as defined by subsection (4) of this section. Standing to assert a claim or defense under this section shall be the same as the general rules of standing under Article III of the United States Constitution.

7. a. This section applies to all state laws, rules, regulations and any municipal or county ordinances, rules or regulations and the implementation of those laws, whether statutory or otherwise, and whether adopted before or after July 1, 2014.

b. Any such law, rule, regulation or ordinances adopted after July 1, 2014, shall be subject to this section unless such law explicitly excludes such application by

reference to this section.

8. Nothing in this section shall be construed to authorize any government to burden any religious belief.

9. Nothing in this section shall be construed to affect, interpret, or in any way address that portion of the First Amendment prohibiting laws respecting the establishment of religion. Granting government funding, benefits, or exemptions, to the extent permissible under the Establishment Clause, shall not constitute a violation of this section. As used in this subsection, the term "granting," used with respect to government funding, benefits, or exemptions, does not include the denial of government funding, benefits, or exemptions.

10. Nothing in this section shall create any rights by an employee against an employer if the employer is not the government.

DEFINING RLUIPA – PLACE TO WORSHIP INITIATIVE

The land use provisions of the [Religious Land Use and Institutionalized Persons Act of 2000](#) (RLUIPA), 42 U.S.C. §§ 2000cc, et seq., protect individuals, houses of worship, and other religious institutions from discrimination in zoning and landmarking laws (for information on RLUIPA's institutionalized persons provisions, please refer to the Civil Rights Division's [Special Litigation Section](#)).

RLUIPA provides a number of important protections for the religious freedom of persons, places of worship, religious schools, and other religious assemblies and institutions, including:

- **Protection against substantial burdens on religious exercise:**
RLUIPA prohibits the implementation of any land use regulation that imposes a "substantial burden" on the religious exercise of a person or religious assembly or institution except where justified by a "compelling governmental interest" that the government pursues in the least restrictive way possible. 42 U.S.C. § 2000cc(a);
- **Protection against unequal treatment for religious assemblies and institutions:**
RLUIPA provides that religious assemblies and institutions must be treated at least as well as nonreligious assemblies and institutions. 42 U.S.C. § 2000cc(b)(1);
- **Protection against religious or denominational discrimination:**
RLUIPA prohibits discrimination "against any assembly or institution on the basis of religion or religious denomination." 42 U.S.C. § 2000cc(b)(2);
- **Protection against total exclusion of religious assemblies:**
RLUIPA provides that governments must not totally exclude religious assemblies from a jurisdiction. 42 U.S.C. § 2000cc(b)(3)(A); or
- **Protection against unreasonable limitation of religious assemblies:**
RLUIPA states that governments must not unreasonably limit "religious assemblies, institutions, or structures within a jurisdiction." 42 U.S.C. § 2000cc(b)(3)(B).

RLUIPA's protections can be enforced by the Department of Justice or by private lawsuits. The Department of Justice's RLUIPA investigations and enforcement are handled by the Civil Rights

AMERICANS WITH DISABILITIES ACT, ADDICTION AND RECOVERY FOR STATE AND LOCAL GOVERNMENTS

The Americans with Disabilities Act (ADA) ensures that people with disabilities have the same rights and opportunities as everyone else. This includes people with addiction to alcohol and people in recovery from opioid and other drugs.

The ADA applies to all state and local government departments and agencies of those governments ("public entities"). Examples include the criminal justice system (jails, prisons, probation, and the courts) and state and local government-operated recovery homes. The ADA requires that all programs, services, and activities are accessible to and usable by people with disabilities. The ADA also requires that when a person with a disability asks for a modification of policies or the way the program operates, that modification must be considered.

Definition of Disability

A person has a disability under the ADA if the person:

1. Has a physical or mental impairment that substantially limits one or more **major life activities**, e.g., someone with bi-polar disorder, diabetes, or addiction to alcohol; or
2. Has a **history** of an impairment that substantially limited one or more major life activities, e.g., someone who is in remission from cancer or someone in recovery from the illegal use of drugs; or
3. Is **regarded** as having such an impairment, e.g. A prison assumes that an inmate has an addiction to drugs (even though that inmate does not have an addiction), and takes a negative action based on that belief, such as placing the inmate in a segregated cell.

Major life activities include, but aren't limited to, walking, seeing, caring for oneself, learning, thinking, communicating, as well as the operation of bodily functions, such as neurological and brain functions.

Addiction is generally considered a disability because it is an impairment that affects the brain and neurological functions.

Addiction to alcohol and the illegal use of drugs are treated differently under the ADA. Addiction to alcohol is generally considered a disability whether the use of alcohol is in the **present** or in the **past**. For people with an addiction to opioids and other drugs, the ADA only protects a person in **recovery** who is **no longer engaging in the current illegal use of drugs**.



The ADA, Addiction and Recovery for State & Local Governments

Illegal use of drugs means:

- Use of illegal drugs such as heroin or cocaine; and/or
- The misuse of prescription medications such as opioids or morphine where the person has no prescription, has a **fraudulent** prescription, or is using **more medication than prescribed**.

In recovery means:

- Is in recovery and is no longer engaged in the illegal use of drugs; or
- Is participating in a supervised rehabilitation program and is no longer using drugs illegally.

"Current" illegal use of drugs:

- Means the use of the drugs occurred recently enough to have a reasonable belief that a person's drug use is a real and ongoing problem.
- Can be demonstrated where a person fails a drug test or indicates they may fail such a test.
- Isn't limited to days, weeks, or months but is decided on a case by case basis.

At the time this factsheet was written, different court cases (*Quinones v. Univ. of Puerto Rico and Salley v. Circuit City Stores, Inc.*) defined "current use" as anywhere between five weeks to three months.

A person who has a legally prescribed medication to treat their substance use disorder (such as Suboxone, Methadone, or Vivitrol etc.), and is no longer engaging in the illegal use of drugs is a person with a disability and is protected by the ADA.

AMERICANS WITH DISABILITIES ACT, ADDICTION AND RECOVERY FOR STATE AND LOCAL GOVERNMENTS

Social Service Programs

Scenario: Lillian stopped using heroin two years ago when she began using medication to treat her substance use disorder, including **Methadone** treatments, which she is still taking. She also regularly sees a counselor. Lillian's mother, Jane believes Methadone is the same as heroin and calls child protective services (CPS) to have Lillian's two children removed from the home. When the CPS worker interviews Lillian about her mother's complaint, Lillian tells him she takes Methadone as part of her recovery and shows the worker documentation to prove it. The CPS worker isn't sure that Methadone is a treatment drug and tells Lillian that he still plans to remove her children and give custody to Jane.

Is Lillian protected under the ADA? Yes, she is protected under the ADA because she has a history of an impairment (addiction to heroin) and hasn't used illegal drugs for two years. Therefore, there is a good chance that there isn't an ongoing problem. The CPS worker violated the ADA when he refused to work with Lillian because of her history of drug use. The CPS worker is also incorrectly regarding Methadone as an illegal drug. Methadone is a legally prescribed medication, just like insulin is prescribed for diabetes.

Criminal Justice System

Scenario: David has an addiction to opioids but stopped using them three years ago when he entered a treatment program, which includes a daily dose of **Suboxone**, a daily prescription medication used to treat opioid use disorder. David was recently arrested for robbing a convenience store and was sentenced to jail. When he arrived at the county jail, he provided officials a prescription from his doctor for Suboxone. The Sheriff is concerned about the **safety risk** of administering Suboxone in a jail environment because other inmates could access the drug.

Under the ADA, is the jail required to administer Suboxone to David? Yes, court cases (*Pesce v Coppinger and Godsey v Sawyer*) have found that the ADA requires correction programs (jails and prisons) to administer medications prescribed to treat substance use disorders. The correctional system must find a way to administer and monitor Suboxone in a way that doesn't cause a security or safety risk.

Housing

Recovery homes and half-way housing are examples of housing options that are covered under the ADA. Recovery homes serve people who need treatment for their addiction. Other housing, like half-way houses, serve people who are on probation, some of whom have addictions. Often staff of housing programs refuse to admit people who take medication prescribed to treat their substance use disorders, even if they are required to live there while on probation. If a person is prescribed medication to treat a substance use disorder, the ADA and/or the Fair Housing Act may require housing programs to admit the individual. The ADA also requires that state-funded housing provide "reasonable modifications" to individuals with disabilities, including those in recovery.

31 RESOURCES



GOVERNMENT | LIVE & PLAY | BUSINESS | NEWS | WORK WITH US | CALENDAR | CONTACT US

Homelessness

HOMELESSNESS IN HATTIESBURG

CONTACT INFORMATION

Urban Development
601-545-4596

200 Forrest Street
Post Office Box 1898
Hattiesburg, MS 39401-1898

RESOURCES & LINKS

The City of Hattiesburg plays a role in both the Pine Belt Coalition on Homelessness and The Hub City Homeless Outreach Team. Both of these organizations provide services and resources to those facing homelessness. See the information below for more about each.

The City's goal is to ensure that homeless and impoverished members of our community receive structured, goal-oriented assistance. The intent is to ensure that those in need have the resources to lift themselves to a safe, stable environment without enabling those for whom addiction, crime, and vagrancy are a continuing choice.

In coordination with the Hub City Outreach Team and the Pine Belt Coalition for Homelessness, several resources have been aggregated for use - should you come into contact with someone experiencing homelessness. This resource guide provides referral information for crisis lines, food programs, homeless shelters, medical services and more.

If you regularly see a homeless individual in the same location and think he/she may benefit from services, please contact Urban Development at: 601-545-4596.

[Crisis Helpline](#)

The Pine Belt Coalition on Homelessness consists of social service agencies that are currently serving the homeless and low-income families, faith-based entities, and concerned citizens that are concerned about addressing homelessness in our community. The participants in the coalition work together to provide housing services and other resources needed in order for persons to reach stability. Each entity brings something different and needed to the table.

The Hub City Homeless Outreach Team

The Hub City Homeless Outreach Team is a street outreach team that is out weekly in the community to meet people where they are, build relationships with them, assess their needs and help connect them to the resources needed. The team serves as the mobile entry into the Homeless Management Information System, a database that is shared among agencies that serve the homeless. If someone is seeking housing services, they must have an assessment done first, which the team can do on-site.

The Hub City Homeless Outreach Team is comprised of partners from the Pine Belt Coalition on Homelessness, specifically the SSVF program through Pine Belt Mental Health, that serves homeless Veterans, the Salvation Army, MUTHE, Edwards St. Fellowship, United Way, and dedicated

The Open Door Community - Recovery Gathering

601-536-5044
Every Thursday @ 6:30 p.m.
Childcare available

2180 Oak Grove Road

Hattiesburg, MS
Spiritual Director - David Sellers email: dsellers@churchofchrist.org
For a full list of programs: <http://www.parkwayheights.org/ministries/recovery-ministry>

Culler House Location

601-536-5044

In addition to the groups that meet at The Open Door, two Narcotics Anonymous groups meet at the Culler House

2405 O'Farrell Street

Hattiesburg, MS 39401

Celebrate Recovery at Willow Pointe Church

601-441-9353

7 Canaan Lane, Hattiesburg, MS 39402

Contact Person: Eric Tarrage

E-mail: etarrage@willowpointe.com

Celebrate Recovery is a biblical and balanced program that helps us overcome our hurts, hang-ups, and habits. It is based on the actual words of Jesus rather than psychological theory. 25 years ago, Saddleback Church launched Celebrate Recovery with 43 people. It was designed as a program to help those struggling with hurts, habits and hang-ups by showing them the loving power of Jesus Christ through a recovery process, doing homicide and suicide, at any point following their experience through exemplary direct services, advocacy, education, training and activism, doing homicide and suicide, at any point following their experience through exemplary direct services, advocacy, education, training and activism.

LETS PUT TO REST ONCE AND
FOR ALL FOR WHO ASKED TO BE
REZONED AND RECLASSIFIED AS
A GROUP HOME

(TRANSCRIPT FROM FIRST
COMMISSION MEETING)



33 ATTORNEY QUESTIONED LIGHTHOUSE, WHY ARE YOU REZONING? THE CITY ASKED LIGHTHOUSE TO REZONE!

Attorney asked City,
“Why are you trying
to pigeon hold
Lighthouse??”

Hinton: I have a question for staff. If I'm not mistaken, that was operated at one point as a treatment facility under Pine Grove, correct?

Satcher: That is correct.

Hinton: How did that operate, I mean I realize that happened prior to the 2017 code. Is that how we are finding ourselves here?

Satcher: Potentially, and our code clarifies a group care facility a little bit clearer than what was...

Hinton: 20 years...

Satcher: Right and we have a different classification for a rehabilitation facility, which is what, um, that probably fell under in the current code, but again, it was prior to the 2017 code and so it wouldn't, it wouldn't be applicable here today.

Hinton: Okay.

Satcher: They initially met with us to talk about the, to be able to use this structure in the way that they presented it as a group care facility. They currently are running, the applicant is also working at the Lighthouse Rescue Mission and during this discussion they are looking to mirror operations over there, but for men only as a group care facility and they propose no changes to the layout of the property or any additions that would trigger a site plan review at this time, so they are looking to keep all of the existing buildings as they are and they don't have any intention to remove, so there is a fencing that surrounds the property that is nonconforming in the front as it exceeds the 4' requirement, which is why you are unable to see it as you drive down Broadway, so they are not proposing to remove any of that to maintain the privacy of the people that would be in this facility. The structure is historically significant and I believe everyone should have a copy of the memo from our Historic Preservation planner. He outlines some of the history of the property as the original Dixie Motor Lodge and we will include the statement of significance from him as an exhibit and will make sure it is online, but if you need to... I don't want to read through it right now unless there is a need to, but it is, he does have, he has outlined the significance of this structure and how it was originally built as a motor lodge. So group care facilities are not permitted in a B-5 zoning district and again, with the highest classification as a B-3 community business district, and they require across the board in any zone, a conditional use approval and are not permitted by right in any zone. The downzoning of the property actually aligns better with the future land use map and the comprehensive plan as this entire corridor is designated as a community business corridor and I have a map here showing that a little clearer in the next slide. And if that is approved, then you can move forward with the conditional use request and conditional use requests are, again, they are contextual and you can add any conditions as needed for the proposed use and there is already a set of conditions of the set in our land development code for group care facility and that should be outlined in your packet. And one of the things that the condition does say is that you can further restrict the number of residents if deemed necessary. Currently the maximum number that can occupy this use is 20 residents. So here is a picture of the comprehensive future land use map from the comprehensive plan. So all of Broadway Drive is a community business corridor which is what aligns with our B-3. It is a little bit more of a ride retail, uh, under commercial use than a B-5 which is what we get our automotive retailers and our Wal-Mart's in. It does call for a certain type of residential and nonresidential land uses, um, that are included in this type of corridor which does include some mixed-use developments and so the downzoning does align with the future comprehensive plan. You can see West Pine is actually the regional business corridor that was designated from the comprehensive plan. Are there any questions at this point.

34 ATTORNEY QUESTIONED LIGHTHOUSE, WHY ARE YOU REZONING? THE CITY ASKED LIGHTHOUSE TO REZONE!

Miller: Commissioners, any questions for Mr. Satcher or for staff? Alright, before I open it up to the public meeting, I will give a couple of my standard planning sermons. One is and you may have heard me ask, we are always cautious of anything that smells like spot zoning, and spot zoning is where there is a change of zoning that stands alone, that doesn't... we are usually looking to try to integrate any sort of zoning into adjacent properties that are similar. I am not necessarily saying that this is the case of spot zoning, there is a B-3 close by. We just had a presentation about some of the bigger picture and ideas here. But for anybody that may be presenting, just have that in mind, that we are cautious of trying to make it too "checkerboarded" and we will want to try to keep it as rational as possible, as integrated as possible. Another thing that I will bring to mind, too, in our arguments is we are not arguing the value of a group home here. This seems like a very worthy proposal in itself, but we are the Planning Commission. We are hardhearted. This is not our mission here, the value of this particular use. What we are looking at is a change in zoning and we are always aware that should we change the zone, it could also change ownership, that it could change use, that what we are looking at is the worthiness not of the particular proposal that may or may not come to pass or may not linger, but we are looking at the worthiness of a zoning change to this particular designation. No, if you are coming to propose this or perhaps even if this may be in opposition, keep this in mind, that this is what we are looking at, is the worthiness of this particular land use change, not the debating the merits of, necessarily of the particular proposal that is here, if that makes sense. Given that, who comes to propose, as I open up the public meeting, who comes to propose this particular case? Sign in and introduce yourself, please.

Ken Thomson: I am Ken Thomson, with the Lighthouse Rescue Missions.

Miller: I'm sorry, sir, your last name?

Ken Thomson: Thomson, T as in Tom, h-e-c-o-n-s-o-n.

Miller: Thomson.

Ken Thomson: And I speak pretty loudly. I do not really know if I need this. I am a pastor also, so 20 minutes is just a warming up period, but I think I'll set the air to discourage people from speaking over 20 minutes. As someone pointed out, Pine Grove was in there for, I don't know, 15, 18 years. Using the term group home really is different connotation on our use. We will be using it just as Pine Grove was using it for, for a rehabilitation program for men that are battling addiction. So that is the use of it was recommended again as Nathan pointed out, the city is wanting to kind of rezone some of that and change the zoning to fit more into the city, but we were planning on following the recommendations of the pre-planning, and conditions. I believe is what it says, but we were following the recommendations of the pre-planning, and look, we are here to work with you guys and we are here to serve the community. I grew up in this community. Drugs have really ravaged this community. You know, speaking to your point, we never know what a piece of property is going to be. The property where my family owned, my grandparents would have had a family body shop there in Hattiesburg, here, is now grandfathered in. My grandparents would be rolling over in the grave right now if they knew. We have got Tommy with his office shop, it was a CarQuest and a machine shop when I was growing up. It is now a coffee roasting business, according to Anthony. course we see that Hancorps South is vacating two buildings in this area. We are seeing the automotive industry is pulling out of this area and actually there is 170 homeless people, according to Anthony McBride with the City of Hattiesburg that is living back behind the old Courtyard Motors and unfortunately, they are coming into this piece of property and wreaking havoc on it. And so what we have done, we have turned on security lights and we have turned on power on the facility in trying to secure it to keep homeless people out and vagrants out. So, I wanted to just clarify that group home, because it does seem like well there is going to be a bunch of homeless people staying there. That is not the case. Again, we will be doing the exact same thing that Pine Grove was doing. So we will be helping men that are battling addiction. The men will come in, they will work a program. We are faith-based, so

they go through a series of bible studies. We are a hard believer in 2 Corinthians 5:17 that says "Anyone in Christ is a new creature; old things have passed away; behold, all things have become new." That is our foundation as Christ with your recovery. They go through a series of life skill classes, job readiness skills, co-dependency classes, money management classes. Along with that, we are partnering with PRCC to teach these guys and give them a marketable skill, something that they can actually go out and make a living at and provide for themselves and for their families. So that is what we are about; I hate that term and I hate that this falls under group home, but I just really wanted to clarify this is not really a group home. I understand zoning and there is not always, you know, everything does not cover everything. I get that. But I just wanted to reiterate we are not a homeless shelter. We are about bringing men in and helping them transform their lives and give them job training that they can become productive citizens. I want to leave you guys with some stats. Let me see if I can read them; I did bring my glasses. One in 14 young adults, primarily male, use hallucinogenics, 1 in 17 use cocaine, 1 in 18 misuse opioids. Fentanyl overdose is now the leading cause of Americans between the ages of 18 and 45. And then of course we are seeing men at their prime age dropping out of the workforce and the statistics, we have not seen that since the Great Depression. I was fortunate enough that my dad owned a body shop and a car lot here in Hattiesburg and he taught me a skill. I went into the military and spent 4 1/2 years in the military. I was a rescue swimmer, jumped out of helicopters, and did rescue work in the water and then also tracked Soviet subs. I come back in, I ran our family business for 20 years until God called me out to start life in the ministry. Guys, I am passionate about this. I hate Joe McPhail left; he could attest as to how structured we are. We are how efficient we are with our programming. I am about programming. I grew up in a military family. We built that structure. I can assure you guys that this is not going to be a come and go place. Our women's facility is not coming and go place. When you are there, you are there for six months until you move into the work world. There is no coming and going. You are working a program designed to help you get on your feet and that is what we are about. Thank you guys so much for allowing me the opportunity to speak.

Miller: Thank you Mr. Thomson. Excuse me. Does anyone have any questions for Reverend Thomson as long as he is here.

Ray: I was reading Mr. Archer's summarization of it. We, do you have in mind that he changes the integrity of the structures.

Ken Thomson: No, no. No changes. We are going to preserve what is there. Like I said, homeless people are coming in there now and have been vandalizing and so, you know, we are going to repair the windows, repair the doors, repair the sheetrock, and restore all of that.

Ray: Mr. Archer had written that it is worthy of maintained...

Ken Thomson: Okay.

Ray: And so, it needs to maintain its integrity.

Ken Thomson: Right, yes. And we are in a landmark building now of the old Davis School and we have... Pace Head Start was in there for 20-something years and they only used that building. You know, we have done a lot of repairs and lot of preserving that building. If it would have went too much longer, that building would have just been falling in like the one off of River Avenue. So when I grew up here, I remember going into the Dixie Motel as a kid. I remember the little swimming pool that is filled in now. You know, so, I remember all of that and I remember when the mall was built out there in the early 70's. We shopped downtown. You know?

Ray: And the Blue Gables?

35 ATTORNEY QUESTIONED LIGHTHOUSE, WHY ARE YOU REZONING? THE CITY ASKED LIGHTHOUSE TO REZONE!

neighborhood. It is not something that the planning commission has to develop; it is something the petitioner develops then you see what the evidence presents.

Miller: Mr. Gladden, am I correct in how I think about public need is a couple of different ways, but one is the argument that there is not enough land zoned for this particular use available in Hattiesburg.

Gladden: That is an excellent example.

Miller: And another way might be Mr. Satcher was talking about consistency with the comprehensive plan.

Gladden: Those are both very good.

Satcher: I would like to clarify if it were down-zoned, we would probably restrict the uses that are allowed on that side, so we would rule out a certain number of businesses that would be allowed to operate on that site if it were rezoned.

Conville: One more comment.

Miller: Please speak up. I will bring you the microphone.

Conville: If this is a problem for you, contact the mayor and ask him to make sure we have adequate audio. This has been a problem for 30 years and we need a specific meeting place too. Thank you. I am thinking of the proposal for the shopping center near Petro Motors out west, remember? A few months back? There was a problem with the plan being a piece-meal development. So we have a commitment for a Starbucks. We do not really know what is going to be in the rest of it and exactly where the streets are going to be and I am attracted to the notion of avoiding piecemeal development of Broadway Drive. If Broadway is in need of rehabbing and it obviously is, it presents a problem to me with doing this and then doing something else on another parcel with no long-term plan, so that is what the problem to me about the proposal, not the content of the proposal, but the fact that we would be entering into a piecemeal development of about two miles that is going to be a very serious and big project for the city because it is so large and the recent exit of the automobile industry. Thank you.

Miller: Commissioners, any other thoughts or questions.

Hinton: I just wondered if they had looked at other developments besides this one spot.

Miller: Did you need me to reopen the public meeting or are you just...

Hinton: I was just wondering because I was just wondering if there is available real estate besides this one spot for there facility, because there are a lot of empty buildings around town.

Satcher: There are a lot of B5 out there, or B3 rather.

Miller: Do any other commissioners view this as if not spot zoning, spottish zoning maybe related to Commissioner Conville's questions.

Hinton: I do think that it feels like spot zoning, and I feel echo what Dr. Conville said that I love the concept of this and I am very much in favor of treatment facilities of this nature and I am not opposed to it being in that spot even, and I certainly hear everybody else. I just don't think it is wise to rezone that any

Hinton: I did and I, while everybody was speaking, I was looking up these definitions. It seems like we have got three different types of these facilities and there is really not very much clarity on the difference, so I am looking at care center facility, which would be permitted as zoned with conditions. The only definition there says a care center enrolling five or more persons, you know, as opposed to a care center home which is up to four persons and then the only exclusions from care center facility are educational type facilities - kindergartens, nursery schools, head start, etc. so why couldn't this then... what is it to keep this facility from operating under the term care center facility?

Miller: Excuse me Commissioner Hinton, you might want to...

Hinton: It doesn't work.

Miller: I doesn't work?

Long: So the care center and care home is more associated with daycares and a head start facility as an example of a care center facility.

Hinton: It says excluded from this definition is any facility operating as, I'm reading off page 155, care center facility.

Long: Care center facility has been used for types of daycares, so an in-home care facility which is the definition above that, would be a home daycare by less than five people, five people or less, whatever, it is less than five people, so four people or less. So you know, Mr. Gladden decides to open up a daycare in his home and he can have a home occupation.

Hinton: I think what I was, I'm confused. I am not reading that as a category. Care center, care center home, care center facility. I think we have got a lot of ambiguities in the way these definitions are written.

Long: Correct.

Hinton: Because my question is, and then over in rehab facility, those are likewise allowed in B5 with conditions and I can't

Long: And there is no definition for that as well.

Hinton: Can we not fit this operation into one of things that does not require rezoning is my... just my theoretical hypothetical question, not a, something for us to think about. Was there a reason why you pigeonholed it into a group care and not one of these other two?

Long: Because we have a definition for group care and we did not have a definition for the other ones. And so, when it comes to recent state law cases, that have gone to supreme court, you have to have definitions, not the way you understand it, not the way you have always acted on it, but what is actually defined and what is written pretty much in black and white. And so, seeing as how we did not have a category for that, and that is kind of lumped together with other type of professional healthcare services with rehabilitation, nursing care, assisted living, congregate care, palliative care, and hospice care, those would, most of those if not all of those would require certified health professionals, we lumped it under a group care facility. I realize that is kind of a point of discussion right now, but during the pre-application phase, the pre-application also is a consultation meeting. See attached that this is the route that we were going to take and the applicant filled out the applications on those terms, and so, I'm sorry, I don't mean to cut you off, but I don't, they did not appeal the decision of the definition that they were lumped under.

36 ATTORNEY QUESTIONED LIGHTHOUSE, WHY ARE YOU REZONING? THE CITY ASKED LIGHTHOUSE TO REZONE!

Mr. Miller: Excuse me, Commissioner Conville was...

Conville: Mr. Satcher, what was that about certified?

Satcher: It would include a specific treatment providing less than primary healthcare by staff appropriately certified or licensed to provide such treatment.

Conville: Whose business it is to ensure that quality? Is it the state? Is it? My question was in the definition of care facility, it talks about appropriately certified staff and so I ask whose business is that to ensure that is the case at Lighthouse. Do we know?

Satcher: We would review their case as... this is the way that we have interpreted how they would, how we could classify them and we would review their business as it comes in through the pre-application and then if there is still a clarification that we would need to assure this and how this is clarified, then that is what we would communicate with the applicant.

Conville: So we do not have a definition of certified, do we?

Satcher: Not in our land development code or how it relates to this.

Hinton: I had a different reading of that. I read it as it is a care home that provides "less than primary health care by staff appropriately certified," meaning that it does not reach that level. In other words, it could be staffed by clergy, non-certified, non-licensed. I think there are two readings to that, and I think, I don't know which interpretation.

Satcher: This would be less than certified, less than certified.

Hinton: Less than, so meaning it does not require a certified licensed clinician. Is that correct? Am I correct?

Satcher: It is.

Hinton: Okay.

Conville: It does not help me because we still do not know what appropriately certified means.

Hinton: But they do not have to be appropriately certified.

Conville: But it says appropriately certified.

Hinton: It says a care home provides less than primary care by staff.

Conville: That means they are not physicians then.

Satcher: Right. They are not physicians. They are not certified mental health providers. They are not sanctioned or licensed by the state; they would not have to be.

Conville: This is why there are courses in literature.

Miller: Commissioner Hinton, did you have a question?

Hinton: It just strikes me like for instant in definitions that here in Section 12 we do not even have a definition that says rehabilitation center and yet on page 40, in table 5.1, it says rehabilitation centers, so I think we really need to rethink these definitions; there is a lot of ambiguity for a layperson and I am an attorney but also just as a layperson on this committee, not serving as an attorney, I have got a lot of issues with the definitions. What's allowed and what's not allowed and which time you time you use which designations.

Long: Uh, trust me, I have found a few things that would be nice for us to clean up. But it is one of those things that is my opinion or my understanding that you think you have it as a use, listed in your chart of uses, you should probably just define.

Hinton: Yeah, but we are not.

Satcher: We are working through that. We ran into shifting priorities and so it is very difficult to address any one particular issue as these things are shifted.

Hinton: I might recommend just to the commission the idea that perhaps this facility could come back in another application process and maybe tweak a few things to try to fit into some category that it might already fit into without a rezoning.

Miller: Would it still require a conditional use in that case?

Hinton: I think both of the other ones do require conditional uses.

Miller: We could be back in exactly the same situation.

Hinton: If you know, we are not rezoning so much.

Miller: I do not think we would have any less opposition.

Hinton: No, I do not think so, but right now, they are just asking us to rezone and that is a much bigger issue than placing conditions on something that is permanent and with conditions.

Long: Right, because with the rezoning, we should have been discussing the change in character of the neighborhood and clear public need. I think we may have dabbled on some of those, but none of that was the focus of the topic.

Conville: On page 56 of our packet is the conditions of rezoning and the first one has to do with the change of circumstances and the wishes of the neighborhood and in addition to that, public need, if you give us a quick crammer on public need, visual is planning.

Long: Mr. Gladden, do you want to jump on the state law and how multiple court cases have dabbled around public need?

Gladden: I can speak to it generally for you, okay? In our state, we are going to be looking at what is in the public need for the City of Hattiesburg, totality speaking, not what is in terms of public need for part of a neighborhood, part of a street, we are looking at a totality. It is beneficial to the City of Hattiesburg and that has to be proven in the evidence presented by the petitioner. It is not something you have to conjure up. If it is not presented by the petitioner, you have nothing to work with. That is the burden of proof of the petitioner, same way of showing the burden of proof for the change of the character in the

THE COTTAGES – MULTIPLE BUILDINGS THAT CAN BE USED FOR MULTIPLE PURPOSES



NAICS Code Description

NAICS Code/Keyword Search



623990 - Other Residential Care Facilities

Top Businesses by Annual Sales for 623990 – Click for Complete Profiles:

Southwest Key Programs Inc	Casey Family Programs
Lavie Care Centers LLC	Willow Valley Communities
Father Flanagan's Boys Home	Central City Concern
Youth Villages Inc	Bexar Cnty Bd Trstees For Mnta
New York Foundling Hospital	Aegis Senior Communities LLC

This industry comprises establishments primarily engaged in providing residential care (except residential intellectual and developmental disability facilities, residential mental health and substance abuse facilities,

continuing care retirement communities, and assisted living facilities for the elderly). These establishments also provide supervision and personal care services.

Illustrative Examples:

Boot or disciplinary camps (except correctional) for delinquent youth
Group homes for the hearing or visually impaired
Child group foster homes
Delinquent youth halfway group homes
Halfway group homes for delinquents or ex-offenders
Homes for unwed mothers
Group homes for the disabled without nursing care
Orphanages

Cross-References.

- Residential intellectual and developmental disability facilities are classified in Industry [623210](#), Residential Intellectual and Developmental Disability Facilities;
- Continuing care retirement communities are classified in U.S. Industry [623311](#), Continuing Care Retirement Communities;
- Residential mental health and substance abuse facilities are classified in Industry [623220](#), Residential Mental Health and Substance Abuse Facilities;
- Assisted living facilities for the elderly without nursing care are classified in U.S. Industry [623312](#), Assisted Living Facilities for the Elderly;
- Establishments primarily engaged in providing inpatient nursing and rehabilitative services are classified in Industry [623110](#), Nursing Care Facilities (Skilled Nursing Facilities);
- Establishments primarily engaged in providing temporary shelter are classified in U.S. Industry [624221](#), Temporary Shelters;
- Privately operated correctional facilities are classified in Industry [561210](#), Facilities Support Services; and
- Government operated correctional facilities and camps are classified in

Industry **922140**, Correctional Institutions.

<u>2007</u> <u>NAICS</u>	<u>2012</u> <u>NAICS</u>	<u>2017</u> <u>NAICS</u>	<u>2022</u> <u>NAICS</u>	<u>Index Entries for 623990</u>
623990	623990	623990	623990	Boot camps for delinquent youth
623990	623990	623990	623990	Boys' and girls' residential facilities (e.g., homes, ranches, villages)
623990	623990	623990	623990	Camps, boot or disciplinary (except correctional), for delinquent youth
623990	623990	623990	623990	Child group foster homes
623990	623990	623990	623990	Children's villages
623990	623990	623990	623990	Delinquent youth halfway group homes
623990	623990	623990	623990	Disciplinary camps for delinquent youth
623990	623990	623990	623990	Group foster homes for children
623990	623990	623990	623990	Group homes for the hearing impaired
623990	623990	623990	623990	Group homes for the visually impaired
623990	623990	623990	623990	Halfway group homes for delinquents and ex-offenders
623990	623990	623990	623990	Homes for children with health care incidental
623990	623990	623990	623990	Homes for unwed mothers
623990	623990	623990	623990	Juvenile halfway group homes
623990	623990	623990	623990	Orphanages

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health and substance abuse facilities, continuing care retirement communities, and assisted living facilities for the elderly). These establishments also provide supervision and personal care services.

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- Establishments primarily engaged in providing inpatient nursing and rehabilitative services are classified in Industry [623110](#), Nursing Care Facilities (Skilled Nursing Facilities);
- Establishments primarily engaged in providing long-term care services are

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623990	623990	623990	623990	Boot camp for delinquent youth
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623990	623990	623990	623990	Camps, or discipline (except correction for delinquent youth)
623990	623990	623990	623990	Child group foster homes
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SEARCH RESULTS

<u>NAICS</u>	<u>NAICS Title</u>	<u>Com Key</u>
624410 	Child Care Services 	Child cente
623110 	Nursing Care Facilities (Skilled Nursing Facilities) 	Retire home nursi
812199 	Other Personal Care Services 	Color consu servic perso servic
623990 	Other Residential Care Facilities 	Home childr healt incide
621610	Privacy & Cookies Policy	Home elder

**Forrest/Perry County Adult Drug Court**

TWELFTH CIRCUIT COURT DISTRICT

ROBERT B. HELFRICH
CIRCUIT COURT JUDGE**KAMEKIA ADAMS**
PROBATION OFFICER**DEREK JONES**
PROBATION OFFICER**LUCY B. DAVENPORT**
COORDINATOR**JONATHAN HARRISON**
PROBATION OFFICER

July 2, 2024

Mr. Kenneth Thronson
Lighthouse Ministries
204 Eupora Street
Hattiesburg, MS 39401

Dear Mr. Thronson:

The Forrest/Perry County Adult Drug-DUI-Veterans Court is pleased to support Lighthouse Ministries in efforts to expand the Lighthouse Ministries Program to serve men as well as women. The mission of the Forrest/Perry County Adult Drug Court is to enhance public safety and save the taxpayer money by providing a structured and accountable alternative to incarceration for non-violent offenders with the disease of substance abuse and chemical dependency; to enhance the health and lives of the offenders and their families by providing court-supervised treatment and rehabilitation to allow them to return to society as productive tax-paying citizens.

The Forrest/Perry County Adult Drug-DUI-Veterans Court currently has 220 participants and is rapidly growing. We average approximately 50 new participants yearly, over half of whom are homeless. To better enhance the lives of the offenders, there is a great need for housing, education, alcohol and drug counseling as well as mental well-being education and life skills training. Lighthouse Ministries can meet these needs.

We have enjoyed working with Lighthouse Ministries in the past and look forward to working with them in the future. I believe this partnership will continue to produce positive results for Forrest and Perry Counties as well as the surrounding communities.

Sincerely,

Lucy B. Davenport



THE Light+HOUSE

HOPE. STABILITY. NEW BEGINNINGS.

The Cottages

A men's recovery and job training program

Sharing the love of Jesus Christ by meeting the
spiritual and physical needs of the less fortunate

INTERNAL ADVISORY SERVICE
P.O. BOX 2500
CHICAGO, IL 60601

DATE: APR 20 2006

INTERNATIONAL RESCUE MISSION INC
C/O AMERICAN UNION
PO BOX 1345
ANN ARBOR, MI 48106-1345

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LIGHTHOUSE RESCUE MISSION, INC.

FIN 20-3606094

FORM 1021 - APPLICATION FOR RECOGNITION OF EXEMPTION

Part IV. Narrative Description of Activities

The Corporation is organized exclusively for charitable, religious, religious, literary, educational and scientific purposes as set forth in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of such Code.

The Corporation is a newly formed entity and has no past or present activities. All of the Corporation's activities are planned activities.

All of the Corporation's activities will be conducted by and through its Board of Directors.

The Corporation will conduct its activities in a facility in Hattiesburg, Mississippi.

The charitable purposes for which the Corporation is organized and operated will be for the primary purpose of providing relief to the homeless, poor and/or underprivileged.

Specifically, the Corporation intends to fulfill its purpose through the following activities: Day Shelter, Overnight Shelter, Rehabilitation Programs, Second Chance Church, and Outreach Programs.

There will be no charge to any of the recipients of the services provided by the Corporation. All expenses for the Corporation to provide the facility and provide services and programs offered to the recipients will be paid for by charitable contributions received by the Corporation.

Day Shelter

The Corporation will operate a facility for the homeless to provide a shelter, a laundry facility, and a meal.

Overnight Shelter

The Corporation will provide a facility to house homeless families and a separate facility for adults and females. All services offered at the day shelter will also be offered to those utilizing the overnight shelter.

**This is Lighthouse's application
for tax exemption status.**

Rehabilitation Program:

The Corporation intends to provide a rehabilitation counselor to be paid by the Corporation to provide a Biblically based alcohol and drug rehabilitation program

Second Chance Church

The Corporation will provide a facility for a nightly chapel open to the beneficiaries of its charitable activities, specifically targeting those persons who may not feel comfortable in a traditional church setting.

Basic Educational Services:

Based upon research that shows that people are four times more likely to be homeless because of poor management than because of losing government benefits, the Corporation will seek to offer basic educational services, including reading programs, money management classes and GED (General Equivalency Diploma) classes.

Outreach Program:

The Corporation will seek to reach out to those persons attending its other activities and to the community at large, particularly those individuals in the community who have suffered tragedies in their lives, such as victims of Hurricane Katrina. In all opportunities for which the Corporation is able to minister to the poor or underprivileged, the Corporation will seek to show the love of Christ by offering clothing and job-related information.

Services Planned for the Future

The Corporation will endeavor to one day provide a small clinic for basic medical care and basic legal services and advice to the poor and underprivileged in the area.

**This is where Lighthouse applied for a
rehabilitation program
Under our tax-exempt status. 501(c)3**

care facility. The petitioner currently operates the Lighthouse Rescue Mission located at 204 Eupora Street in Hattiesburg, and the group care facility would operate similarly to the Lighthouse Rescue Mission, but for men only. The petitioner proposed no changes to the layout of the property or any additions that would trigger a site plan review. There is also no intent by the petitioner to remove any of the existing fencing that surrounds the property as a way to maintain privacy for the occupants.

Group Care Facilities are not permitted in a B-5 Zoning district, where the highest commercial classification they can be conditionally approved in is a B-3, Community Business District. Group care facilities and homes require conditional use approvals and are not permitted by right in any zone.

Downzoning of the property to a B-3 aligns better with the future land use map for the entire Broadway Corridor, which calls it to develop as a "Community Business Corridor." Multiple properties that front Broadway Drive now are also zoned B-3, but a large portion of the corridor is zoned B-5. Commissioners can add conditions for use as needed for the proposed use. The Commission can further restrict the number of residents if deemed necessary. All aspects of how a business operates should be taken into consideration for conditional use requests in regards to the location and surrounding neighborhood.

Option:

Basis for approval (Zoning Change):

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

12.3.3.2 Additional Approval Criteria. The applicant for a request for the Planning Commission to approve a use shall be required to demonstrate that his/her proposal addresses the following additional requirements, except that the Planning Commission may waive any one or more criteria that it determines are not applicable based upon the expected impact of the proposal.

- i. Determination that adequate public facilities and services will be available concurrent with the impacts of the development as evidenced by letters of sufficiency from utilities and schools and a determination by the city engineer that the available capacity of existing streets can safely provide access to the site.
- ii. The proposed development will be compatible with surrounding uses and will protect adjacent properties through the following measures:

- Protection of privacy. The proposed plan shall provide reasonable visual and auditory privacy for all dwelling units

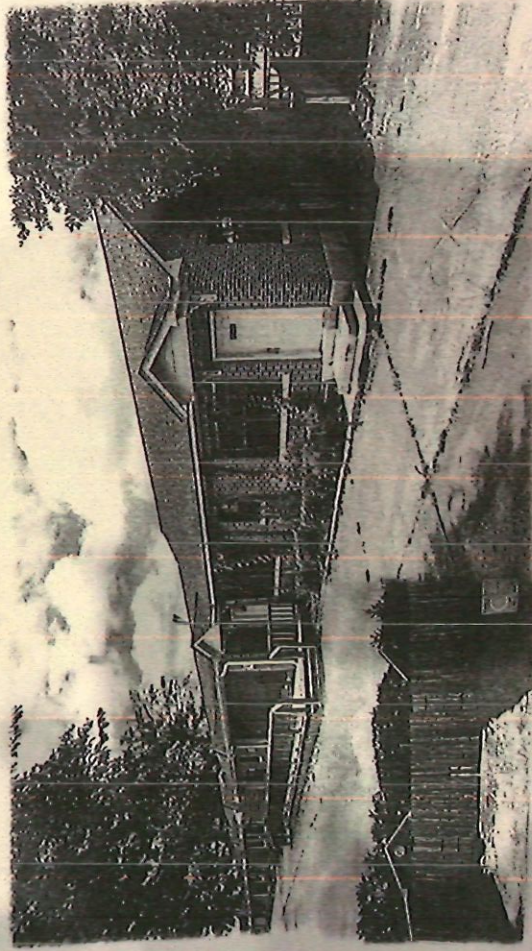
This is where city planning stated
their desire for us to rezone to better align
with the future land use map for
Broadway Drive.

SUBJECT PARCEL:

408 Broadway Dr—**Lighthouse Men's Rehabilitation Program**

Kenneth Thronson and John Guice, Applicants.

The petitioners request rezoning of the property located at 408 Broadway Drive from a B-5, Regional Business to a B-3, Community Business. The applicants also request a conditional use for a "Group Care Facility/Home" in a B-3, contingent upon the approval of the rezone request for the same property (PPIN 21766, Parcel No.: 2-038D-16-026.00, Forrest County, Ward 4).



This is the first page of the
PowerPoint that the city presented to the
Planning Commission
acknowledging Lighthouse as a
rehabilitation program.

Exhibit A

For zoning change:

On behalf of The Lighthouse Rescue Mission, a 501(c)(3) Christian-based charity, we extend our gratitude for your consideration of this significant proposal. Our mission is to provide crucial support to individuals grappling with drug addiction, and we are poised to extend our impact within the community. We seek to acquire a property currently zoned as B-5, a site that boasts a notable history as a rehabilitation center. Our aim is to honor and revitalize this legacy by transforming this property into a center for recovery.

Although the existing B-5 zoning permits the operation of rehabilitation centers, it does not directly cater for the model that the city's pre-application committee has defined for our proposal. The committee designated our planned use as a "group facility." However, it's crucial to note that our intended model, which includes providing individual cottages within a supportive community, is essentially an evolution of the property's original purpose as a rehabilitation center.

The neighborhood has experienced considerable transformation in recent years, marked primarily by the departure of various businesses and car dealerships. This has left a number of properties vacant, disrupting community dynamics and leading to unfortunate instances of property misuse, as evidenced by the recent break-ins and vandalism at the property in question.

This shift in circumstances and the ensuing problems associated with vacant properties illustrate a material change in the neighborhood's conditions, fulfilling the necessary criteria for rezoning. They underscore the urgent need for the positive and productive use of such properties. Our proposed project aims to breathe new life into this vacant property, fulfilling a critical community need and actively mitigating the negative trends that have emerged recently.

The property's historical role as a rehabilitation center makes it ideally suited for our intended use. The existing structures and the neighborhood's familiarity with the property's function are significant advantages. We do not plan to construct new buildings; instead, we intend to renovate and repair the existing infrastructure to reverse the damage it has sustained and ensure the facility meets our standards for safety and comfort.

Looking at the broader context, our proposed facility responds to a pressing community need. The widespread effects of drug addiction impact individuals, families, and the wider community.

This is our application where we disagreed
with labeling Lighthouse as a group home.
(See Slides 3, 4, 5, & 6)

Our facility will provide a structured environment for recovery, serving as a beacon of hope for those striving to overcome addiction.

Moreover, our facility will significantly contribute to alleviating the strain on healthcare systems, law enforcement, and social services. It serves a dual purpose: providing vital resources for individuals on their journey to recovery and helping mitigate the broader social and economic issues associated with addiction.

In conclusion, the rezoning of this property to accommodate its use aligns with the property's history and responds to the evolving needs of our community. By transforming this vacant property into a center of recovery and hope, we can restore its function and contribute positively to the community.

We kindly request your support for this endeavor, as we remain steadfast in our commitment to enhancing the wellbeing of our community. Thank you for your time and consideration.

Application Continued

For conditional use:

EXHIBIT A

1. Yes or N/A, there are no listed use conditions in the Mattesburg land code for group facility.
2. Upon rehabilitating the existing structures on the property, we can expect a reasonable increase in the usage of utilities such as water, electricity, and waste disposal systems. This increase will be proportional to the demand associated with any occupied property and should be comfortably accommodated by the existing municipal systems.

Moreover, our mission to transform this property into a recovery center will significantly benefit public facilities. By providing a structured environment for those battling drug addiction, we anticipate a decrease in emergency room visits, police encounters, and the strain on other social services often burdened by untreated addiction. Essentially, our services will work to alleviate the pressure on public facilities and resources, offering a supportive pathway to recovery for those in need. In terms of safety and community well-being, transforming the property into a recovery center will prevent it from remaining vacant, thus mitigating the potential for vandalism and other illicit activities. This proactive measure can help reduce the strain on law enforcement and community resources.

3. The size of the site is indeed well-suited for our proposed use as a recovery center. This conclusion is drawn not only from our careful assessment but also from the property's successful past utilization as a rehabilitation center by Pine Grove.

The property's existing layout, including individual cottages and common areas, aligns seamlessly with our intended model of providing a supportive living community for individuals on their journey to recovery. The individual cottages offer residents a level of privacy and personal space crucial for recovery, while the common areas facilitate community building, group therapy, and shared activities - all vital components of the recovery process.

Importantly, we have no plans to construct new buildings, as the existing structures adequately serve our needs. We will, however, undertake necessary updates and repairs to ensure the facility is safe, comfortable, and conducive to recovery. The size of the property allows for these renovations without necessitating any significant changes to the site's footprint.

In summary, the size and layout of the site are inherently conducive to its proposed use. The property's past successful operation under Pine Grove as a rehabilitation center further underlines its suitability. Our vision for the site is essentially an extension of its

historical purpose, optimally utilizing the existing structures and space to provide a much-needed service to our community.

4. Given the nature of the proposed use of the site as a recovery center, there will indeed be additional vehicle traffic associated with the facility's operation. This will mainly consist of staff arrivals and departures, deliveries of goods and supplies, and transportation for residents to and from their workplaces in the later stages of their recovery program.

While residents themselves will not have personal vehicles on-site, transport will be arranged as needed for work, medical appointments, and other necessary outings. However, it will be minimal impact on local traffic patterns.

It's important to mention that the property's previous use as a rehabilitation center implies that the local traffic infrastructure is already equipped to handle this level of activity. Moreover, our traffic will be spread throughout the day to avoid contributing to peak hour congestion. As for pedestrian traffic, given the nature of our program and the restrictions on residents' movement, we do not anticipate any significant increase.

In summary, while there will be some additional vehicle traffic due to the facility's operation, we anticipate it will be well within the capacity of the existing infrastructure, and we will take measures to minimize any potential impact on local traffic.

5. No

6. At its peak capacity, the recovery center anticipates hosting up to 65 individuals daily. This figure encompasses both employees working at the center and the men in the recovery program. This number aligns with the historical usage of the property when it functioned as a rehabilitation center under Pine Grove, thus we do not anticipate exceeding its previous maximum capacity.

Given the property's layout and previous function, there is ample parking available to accommodate the anticipated traffic without causing congestion or requiring any additional construction. The site boasts parking spaces in front of the individual cottages and adjacent to the main building, ensuring a smooth flow of vehicle movement.

In summary, while we anticipate a regular flow of individuals, both employees and those in recovery, the property is adequately prepared to handle this level of occupancy. Its prior successful operation as a rehabilitation center provides a valuable benchmark for our proposed use, and the existing parking facilities are more than sufficient to cater to our needs.

Application Continued

SECTION 13. DEFINITIONS

13.1 Rules of Construction: Interpretation.

To help interpret and apply this Code, the following rules shall apply:

- The particular controls the general.
- The words "shall" or "must" are always mandatory and not permissive. The words "may" and "should" are permissive not mandatory and are at the discretion of the decision-makers.
- Words used in the present tense include the future tense; words used in the future tense include the present tense.
- Words in the singular include the plural; words used in the plural include the singular.
- Words of one gender include the other gender, unless the context clearly indicates otherwise.
- Unless otherwise indicated, the term "days" means days the City is open for business.
- In computing any period of time prescribed or allowed by this Code, the day of the notice or final application, after which the designated period of time begins to run, is not to be included. Further, the last day is to be included unless it is not a working day, in which event the period runs until the next working day.
- The word "structure" includes the words "building" and "accessory structure."
- The word "street" includes the words "road" and "highway."
- The word "person" includes an individual, firm, association, organization, partnership, corporation, company, trust, governmental unit, and any combination thereof.
- The words "Land Development Code," "Code," and "LDC" shall mean the Official Land Development Code of the City of Hattiesburg.
- The words "zoning map" or "Official Zoning Map" shall mean the Official Zoning Map of the City of Hattiesburg.

13.2 Definitions.

Unless otherwise defined within the text of this Code, the following definitions shall be used for interpretation. Words and terms used but not defined within this Code shall have their customary dictionary meaning.

Abandoned Vehicle or Junked Vehicle: Any vehicle which is without current license tag and/or which is (a) wrecked, (b) dismantled, (c) partially dismantled, or (d) inoperative. Storage shall mean being on or occupying the premises for 30 days or more.

Abandoned Personal Property or Junk: Any scrap, waste, reclaimable material or debris, whether or not stored or used in conjunction with dismantling.

As amended through 09.08.20

The City Planning also stated that they designated Lighthouse as a group home/center because there was not a definition for rehabilitation in the Land Development Code Book. (See page 151) (Read Procedure to use Dictionary)

79151

rehab

['ri,hæb]

Definition of Rehabilitation According to Online Dictionary

- 1 rehabilitation, especially a program or facility for treating persons addicted to drugs or alcohol or recovering from certain medical conditions:
He's been sober since coming out of rehab.
She checked into rehab after suffering a stroke.
 - 2 a rehabilitated building.
 - adjective
 - 3 of or relating to rehabilitation:
funds for new rehab projects in the city.
- verb (used with object), re-habbed, re-hab-bing.**

SECTION 5 USE REGULATIONS AND CONDITIONS

5.1 Establishment of a Table of Uses for Base Zoning

Districts

The uses permitted in the base zoning districts established by Section 4 are set forth in Table 5.1, Table of Uses and repeated in the base zoning district. Whenever there is a conflict between what is listed in the Table of Uses and the base zoning district, the Table of Uses shall govern.

5.3.3

Symbols.

Permitted - Where the symbol "■" is shown, the use to which it refers is permitted as a "use by right" in the indicated district, provided it complies fully with all applicable development standards of this chapter.

5.3.3.1

5.2 Determination of Use Category.

The Director shall make a determination as to whether or not any proposed use is permitted within Hattiesburg's zoning jurisdiction, based on the uses listed in the Table of Uses. (Whenever it is not clear whether a proposed use is or is not permitted, the Director shall consult the purpose statement for each district and the latest version of the North American Industrial Classification System (NAICS) to help make a determination. Any use not specifically listed in the Permitted Uses Table and any proposed use not substantially similar to a listed use as determined by the Director after consultation may be considered a "Conditional Use" and will require review by the Hattiesburg Planning Commission.

5.3.3.2

Permitted with Conditions - Where the symbol "□" is shown, the use to which it refers is permitted subject to use specific conditions contained in this section.

5.3.3.3

Conditional Use - Where the symbol "◆" is shown, the use to which it refers must be approved by the Planning Commission and is subject to any use specific conditions of this Code.

5.3.3.4

Not Permitted - Where an "x" is shown on the table, the use to which it refers is not permitted in the indicated district.

5.3 Table of Uses.

5.3.1 In General. The following table lists uses permitted in each standard zoning district by a) approval by the Director with or without conditions; and, b) approval by the Planning Commission with or without conditions. The table also denotes in which districts certain uses are not permitted.

5.3.2 Districts - The Table of Uses lists uses for each base zoning district within the City's zoning jurisdiction. Planned, Overlay and Form Based Districts are not listed in the table. The Historic District and Floodplain District are overlay districts within which uses allowed shall be governed by the underlying district. Uses within Planned Mixed-Use District are established on a case-by-case basis consistent with an adopted plan for the area if one exists. The intent of the Comprehensive Plan and the list of acceptable

As amended through 09.08.20

If still uncertain after using the dictionary, city planning can also Refer to the **LATEST EDITION** of NAICS to help make a determination.
(There is no year of NAICS suggested to use.)

Search Results

Enter keyword or 2-6 digit code

2022 NAICS Search

9

Enter keyword or 2-6 digit code

2017 NAICS Search

3

Enter keyword or 2-6 digit code

3

2012 NAICS Definition

T = Canadian, Mexican, and United States industries are comparable.

Search results for: rehabilitation

Number of records found: 19

237120 Pipeline rehabilitation contractors

611110 Schools for the intellectually and developmentally disabled (except preschool, job training, vocational **rehabilitation**)

622210 Alcoholism rehabilitation hospitals

622210 Drug addiction rehabilitation hospitals

622210 Rehabilitation hospitals, alcoholism and drug addiction

622310 Physical rehabilitation hospitals

**List of organizations
That fall under
Rehabilitation (2012)**

Is this page helpful?

 Yes

No

Announcement

Reference Files

2022 NAICS Manual

 Clear
52°F

Search



6:11 PM
11/02/2023

NAICS Search

Enter keyword or 2-5 digit code

2022 NAICS Search Go

Enter keyword or 2-5 digit code

2017 NAICS Search Go

Enter keyword or 2-5 digit code

Go

Search Results

622310	Rehabilitation hospitals (except alcoholism, drug addiction)
623220	Alcoholism rehabilitation facilities (except licensed hospitals), residential
623220	Drug addiction rehabilitation facilities (except licensed hospitals), residential
624190	Exoffender rehabilitation agencies
624190	Rehabilitation agencies for offenders
624310	Job counseling, vocational rehabilitation or habilitation
624310	Job training, vocational rehabilitation or habilitation
624310	Rehabilitation job counseling and training, vocational
624310	Vocational rehabilitation agencies
624310	Vocational rehabilitation job counseling

List of organizations
That fall under
Rehabilitation (2012)

lakers prayer · Google Search

no subject · burlington96

CB North American Industry Class

NAICS & SIC Identification Tool

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census.gov/naics/?input=rehabilitation&year=2017

2022 NAICS Search

Go

Enter keyword or 2-4 digit code

2022 NAICS Search

Go

Enter keyword or 2-4 digit code

2022 NAICS Search

Go

Enter keyword or 2-4 digit code

2022 NAICS Search

Go

2022 NAICS Manual

Search

Reference Files

Announcer

NAICS Search

Search Results

2017 NAICS Definition

T = Canadian, Mexican, and United States industries are comparable.

Search results for: rehabilitation

Number of records found: 19

237120 Pipeline rehabilitation contractors

611110 Schools for the intellectually and developmentally disabled (except preschool, job training, vocational rehabilitation)

622210 Alcoholism rehabilitation hospitals

622210 Drug addiction rehabilitation hospitals

622210 Rehabilitation hospitals, alcoholism and drug addiction

622310 Physical rehabilitation hospitals

List of organizations
That fall under
Rehabilitation (2017)

NAICS Search

Enter keyword or 2-6 digit code

2022 NAICS Search Go

Enter keyword or 2-6 digit code

2017 NAICS Search Go

Enter keyword or 2-6 digit code

2012 NAICS Search Go

Search Results

622310	Physical rehabilitation hospitals
622310	Rehabilitation hospitals (except alcoholism, drug addiction)
623220	Alcoholism rehabilitation facilities (except licensed hospitals), residential
623220	Drug addiction rehabilitation facilities (except licensed hospitals), residential
624190	Ex-offender rehabilitation agencies
624190	Rehabilitation agencies for offenders
624310	Job counseling, vocational rehabilitation or habilitation
624310	Job training, vocational rehabilitation or habilitation
624310	Rehabilitation job counseling and training, vocational
624310	Vocational rehabilitation agencies

List of organizations
That fall under
Rehabilitation (2017)

North American Industry Classification System

NAICS Search

Enter keyword or 2-6 digit code

Enter keyword or 2-6 digit code

Enter keyword or 2-6 digit code

Search Results

2022 NAICS Definition

T = Canadian, Mexican, and United States industries are comparable.

Search results for: rehabilitation

Number of records found: 19

237120 Pipeline **rehabilitation** contractors

611110 Schools for the intellectually and developmentally disabled (except preschool, job training, vocational **rehabilitation**)

622210 Alcoholism **rehabilitation** hospitals

622210 Drug addiction **rehabilitation** hospitals

622210 **Rehabilitation** hospitals, alcoholism and drug addiction

622310 Physical **rehabilitation** hospitals

Is this page helpful?



List of organizations
That fall under
Rehabilitation (2022)

North American Industry Classification System

NAICS

Search Results

Main History Development Partners Federal Register Notices Reference Files

NAICS Search

Enter keyword or 2-6 digit code

Go

Enter keyword or 2-6 digit code

2017 NAICS Search

Go

Enter keyword or 2-6 digit code

2012 NAICS Search

Go

Search Results

622310	Rehabilitation hospitals (except alcoholism, drug addiction)
623220	Alcoholism rehabilitation facilities (except licensed hospitals), residential
623220	Drug addiction rehabilitation facilities (except licensed hospitals), residential
624190	Ex-offender rehabilitation agencies
624190	Rehabilitation agencies for offenders
624310	Job counseling, vocational rehabilitation or habilitation
624310	Job training, vocational rehabilitation or habilitation
624310	Rehabilitation job counseling and training, vocational
624310	Vocational rehabilitation agencies
624310	Vocational rehabilitation job counseling

List of organizations
That fall under
Rehabilitation (2022)

North American Industry Classification System

NAICS Search

Enter keyword or 2-5 digit code

Enter keyword or 2-5 digit code

Enter keyword or 2-5 digit code

Search Results

624190	Rehabilitation agencies for offenders
624310	Job counseling, vocational rehabilitation or habilitation
624310	Job training, vocational rehabilitation or habilitation
624310	Rehabilitation job counseling and training, vocational
624310	Vocational rehabilitation agencies
624310	Vocational rehabilitation job counseling
624310	Vocational rehabilitation job training facilities (except schools)
624310	Vocational rehabilitation or habilitation services (e.g., job counseling, job training, work experience)
922150	Rehabilitation services, correctional, government

List of organizations
That fall under
Rehabilitation (2022)

2022 NAICS Definition

T = Canadian, Mexican, and United States industries are comparable.

623220 Residential Mental Health and Substance Abuse Facilities

This industry comprises establishments 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 support services offered. These establishments generally provide a wide range of social services in addition to counseling.

Illustrative Examples:

Alcoholism or drug addiction rehabilitation facilities (except licensed hospitals)
Psychiatric convalescent homes or hospitals
Mental health halfway houses
Residential group homes for the emotionally disturbed

Cross-References.

- Establishments primarily engaged in providing treatment of mental health and substance abuse illnesses on an exclusively outpatient basis are classified in Industry 621420, Outpatient Mental Health and Substance Abuse Centers;
- Establishments primarily engaged in providing residential care for persons with intellectual and developmental disabilities are classified in Industry 623210, Residential Intellectual and Developmental Disability Facilities;

This NAICS definition for rehabilitation
under Code 623220 for 2022

Is this page helpful?

Yes No

SECTION 12 - PROCESS AND PROCEDURES

Land Development Code

for a Conditional Use ceases to be used in a bona fide manner as a legal nonconforming use for continuous period of six consecutive calendar months;

iii. When a building designed or arranged for a conforming use shall cease to be used in a bona fide manner as a Conditional Use for a period of six consecutive calendar months.

12.3.4 Approved Site Plans. Whenever a site plan is required for an appeal, the site plan shall be reviewed for conformity with the requirements of this Code and, if approved, shall be binding on the property. The Site and Design Review Committee may approve minor variations to the site plan during construction to accommodate unforeseen onsite issues provided that those variations do not alter the location, character, use, function, capacity or offsite impacts of the project as determined by the Committee. Any significant change in a site plan shall require the applicant to apply for board approval using the same process and procedures required for original approval. Approved site plans are good for a maximum of one year unless a valid building permit exists for construction according to the site plan.

12.3.5 Application Requirements for Legislative Approval.

12.3.5.1 Pre-Application Review.

I. A pre-application review allows the staff to review and discuss a project with an applicant to provide general feedback and ideas. After a pre-application review, a development application may be submitted. If the Director determines there is little value to the applicant or staff for the requirement for a pre-application review, the Director may waive this requirement.

II. A pre-application review will:

- Help the City understand the project and the applicant's objectives;

As amended through 09.08.20

- Identify required project approvals and processes;
- Identify submittal requirements including required documents, drawings, special studies, fees and other materials necessary for a complete application, and,
- Identify significant issues including Code related issues and physical constraints.

iii. The Site and Design Review Committee conducts the pre-application review.

Application Requirements.

I. During the pre-application review, required submittal materials to begin review of the project will be identified in checklist form including fees.

II. The Director will determine if an application is complete. If it is not complete, the applicant will be notified and the submittal will be returned.

General Approval Criteria. No application will be approved unless all of the following criteria are satisfied.

- Compliance with the Hattiesburg Comprehensive Plan.
- Compliance with this Code.
- Conditions of any prior approvals.
- The availability of adequate public facilities and utilities concurrent with the development.
- The receipt of any applicable local, state and federal permits.

Procedures.

I. Once the Director determines an application is complete, the Site and Design Review Committee and representatives from City departments and divisions for compliance with City codes and policies

Under section 12.3.5.1, the application Review does not state anywhere in that Section that city planning has the authority To designate an organization anything Other than what the applicant communicates it is.

This is the twenty-third (23rd) edition of the **Mississippi Department of Mental Health's Division of Alcohol & Drug Addiction Services Resource Directory**.

Programs receiving funding from the Mississippi Department of Mental Health are required to be certified according to its Operational Standards for Mental Health, Intellectual/Developmental Disabilities and Substance Use Disorders Community Service Providers. Other programs may voluntarily apply for this certification. Certification by the Mississippi Department of Mental Health may involve the entire service provider or particular programs or service areas (i.e. residential services, DUI assessment, outpatient services, etc.). The service providers listed in this directory are certified by the Mississippi Department of Mental Health.

Wendy D. Bailey

Mississippi Department of Mental Health
Executive Director

Mississippi Department of Mental Health
1101 Robert E. Lee Building
239 North Lamar St.
Jackson, MS 39201
601-359-1288

Mississippi does not require
Non-profit to be licensed for a
Rehab center for drugs and alcohol

Lighthouse Rescue Mission, Inc.

Purpose

To provide relief to the homeless, poor, and under privileged by providing a day shelter, overnight shelter, rehabilitation programs, second chance church, and outreach programs.

Filing Information

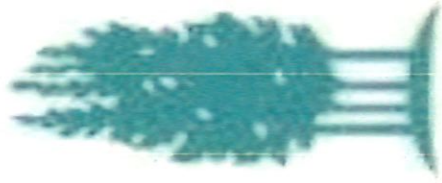
Filing Number: 100010223
Filing Status: Current - Registered
Initial Date Filed:
Expiration Date: 05/15/2024

Address

204 Eupora Street
Hattiesburg, MS 39401

Contact Information

Lighthouse Rescue Mission
Is registered with the state of
Mississippi as a rehabilitation center
and other



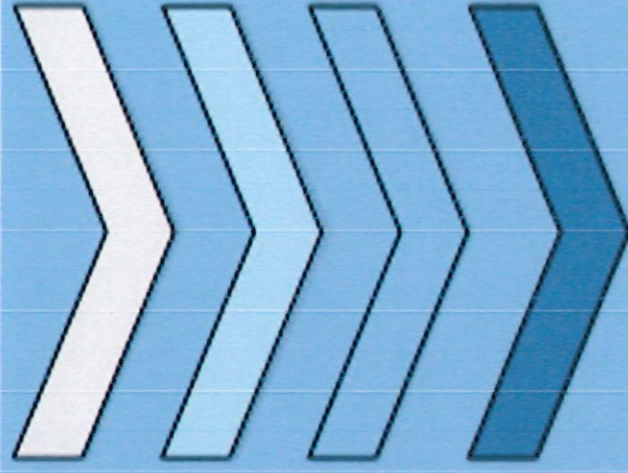
Pine Grove

Forrest Health®

- Men's Substance Treatment:
24 Beds
- Women's Center
(Beds also serve for trauma and compulsive behaviors):
21 Beds
- Child and Adolescent Unit:
30 Beds

The cost of treatment without insurance is \$19,500.

THE MISSISSIPPI OPIOID AND HEROIN DATA COLLABORATIVE



Provisional Data Report Calendar Year 2021

Mississippi Board of Pharmacy
Mississippi Bureau of Narcotics
Mississippi State Department of Health
Mississippi Department of Mental Health
Mississippi Public Health Institute
5/10/2022

SUSPECTED DRUG OVERDOSE DEATHS

FINDINGS

- In 2021, 352 (71.7%) of the 491 suspected overdose deaths reported to the Mississippi Bureau of Narcotics (MBN) were opioid-related. The number of opioid-related deaths increased by 9% from 2020 to 2021, and the total number of overdose deaths increased by 10.8%.
- The number of deaths involving heroin decreased from 2020 (80 deaths) to 2021 (43 deaths) by 46.3%.
- The number of deaths involving fentanyl increased from 2020 (237 deaths) to 2021 (280 deaths) by 18.14%.
- There were 11.8 opioid-related overdose deaths per 100,000 persons reported to the Mississippi Bureau of Narcotics (MBN) in 2021.
- 187 (38%) of the 491 suspected overdose deaths involved methamphetamine.

Table 1. Number of Suspected Overdose Deaths Reported to MBN by Type of Involved Substance, MS, 2021*

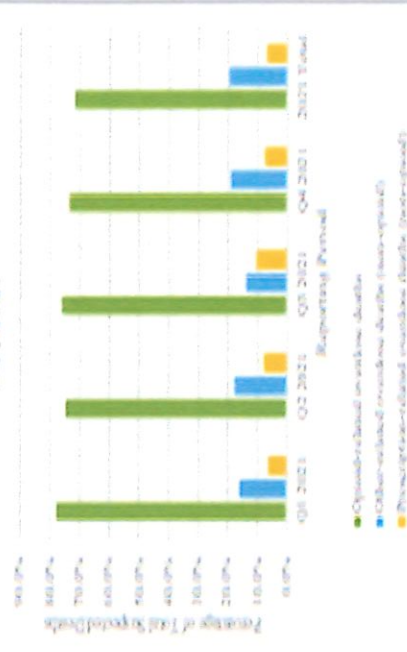
	Q1 2021	Q2 2021	Q3 2021	Q4 2021	2021 Total
Prescription opioid-related overdose	10	8	7	9	34
Fentanyl-related deaths	24	20	21	16	81
Fentanyl and prescription-related deaths	10	16	13	17	56
Heroin-related deaths	8	8	8	5	29
Heroin and prescription-related deaths	2	1	2	1	6
Heroin and fentanyl-related deaths	9	6	9	2	26
Total opioid-related overdose deaths	13	14	11	13	51
Other-related overdose deaths	5	6	8	5	24
Prescription-related overdose deaths	18	20	19	18	75
Total non-opioid related overdose deaths	81	79	79	68	297
Overall total suspected overdose deaths					491

CONSIDERATIONS: The accuracy assessment of drug-related findings depends on complete and high-quality data. The reliability of mortality data, however, is impacted by several constraints such as insufficient resources, training or time for performing thorough death investigations. In addition, Mississippi lacks a centralized system for collecting different entities involved in the completion and reporting of mortality data. Efficient collaboration among state and local law enforcement, health care providers, and standardized protocols for drug overdose investigation and reporting are measures that can improve drug-related mortality surveillance. It should also be noted that the MBN does not include a death in the event until a toxicology report has been completed; therefore, currently pending cases will result in increased numbers in the future.

Data Source: Drug-Related Mortality (Mississippi Bureau of Narcotics)

Print: Internal Data 8

Figure 4. Percentage of Total Suspected Deaths by Type of Involved Substance, MS, 2021



Mississippi has 491 suspected drug overdose deaths.

TREATMENT ADMISSIONS FOR OPIOID DISORDERS

FINDINGS

- Table 2 and Figure 8 report opioid-related admissions to facilities certified by the Department of Mental Health (DMH). The data was collected from clients served by the State Opioid Response (SOR) grant, which provides funding for substance use treatment services at reduced or no cost to *underserved or uninsured* people.
- A total of 1,899 Mississippians were admitted in 2021 to community mental health centers for all substance use disorders and 1062 (see Table 2) for opioid use disorders (includes primary, secondary, and tertiary).
- Opioids were listed as the primary diagnosis for 727 (38.2%) of the 1,899 unique patients admitted in 2021.
- In Q3, the most patients (221) were admitted for opioid use disorder as a primary diagnosis; however, most people admitted in Q2 presented with all substance use disorders in Q2 (572).
- Figure 8 displays the total number of unique patients for whom opioids were a primary, secondary, or tertiary diagnosis. There was an increase in unique patients diagnosed with an opioid use disorder from Q1 to Q3 2021 but a decrease in Q4.
- Due to the limited population, the persons featured in this data source are not a representative sample of the state's substance use or opioid use prevalence. This population, however, does provide a stringent test of program effectiveness.

CONSIDERATIONS: The actual number of unique patients in a heat estimate because patients can be admitted to multiple drug treatment programs, relapse, be re-admitted for a different treatment, or re-admitted as a different region.

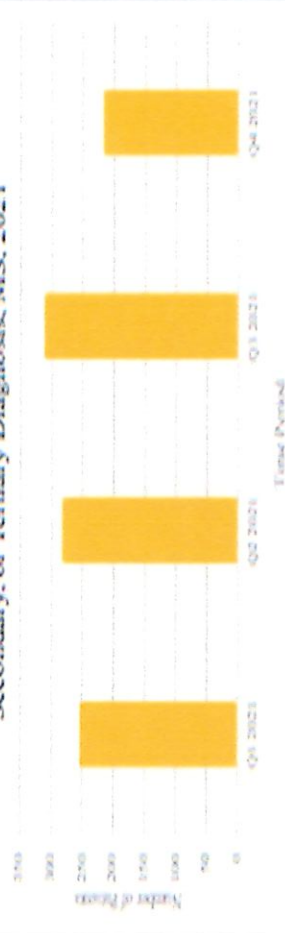
NOTE: In July 2020, a transition occurred from the historical reporting system to a SAMHSA-recommended statewide reporting system that produces more accurate data. Therefore, some reported numbers may reflect admission and patient misreporting.

Data Source: Treatment Admissions for Opioid Use Disorder (Mississippi Department of Mental Health)

Table 2: Unique Patients at Mental Health Facilities with Opioids as Primary, Secondary, or Tertiary Diagnosis, MS, 2021

	Q1 2021	Q2 2021	Q3 2021	Q4 2021	Total 2021
Primary	163	191	221	152	727
Secondary	68	77	72	53	270
Tertiary	22	14	18	11	65
Total	253	282	311	216	1062

Figure 8: Total Unique Patients with Opioids as Primary, Secondary, or Tertiary Diagnosis, MS, 2021



Prevalence | Data 7

Mississippi had 1,062 admissions for opioid disorders.

TREATMENT ADMISSIONS FOR OPIOID DISORDERS: TYPE OF OPIOID

FINDINGS

- Table 3 and Figure 9 report opioid-related admissions to facilities certified by the Department of Mental Health (DMH). The data was collected from clients served by the State Opioid Response (SOR) grant, which provides funding for substance use treatment services at reduced or no cost to underinsured or uninsured people.
- Table 3 and Figure 9 categorize the type of opioid involved in opioid-related admissions (primary, secondary, and tertiary diagnoses) to facilities certified by DMH.
- The "other opioids" category includes prescription opioids and constituted 67.8% of all opioid-related admissions in 2021. Heroin represented 32.2% of admissions.
- Q3 was the peak of opioid admissions (3099) while the lowest number of admissions was in Q4 (216).
- Due to the limited population, the persons featured in this data source are not a representative sample of the state's substance use or opioid use prevalence. This population, however, does provide a stringent test of program effectiveness.

CONSIDERATIONS: The actual number of unique patients in a facility remains because patients can be admitted to multiple drug treatment programs, relapse, be re-admitted for a different treatment, or re-admitted in a different region.

NOTE: In July 2020, a transition occurred from the bi-monthly reporting system to a SAMHSA-recommended statewide reporting system that produces more accurate data. Therefore, some reported numbers may reflect admission and patient miscounting.

Data Source: Treatment Admissions for Opioid Use Disorder (Mississippi Department of Mental Health)

Table 3: Number of Unique Opioid Patients by Type of Opioid, MS, 2021

	Q1 2021	Q2 2021	Q3 2021	Q4 2021	Total 2021
Heroin	89	95	87	69	340
Other Opioids	162	186	222	147	717

Figure 9: Percentage of Unique Opioid Patients according to Type of Opioid, MS, 2021



Mississippi had 340 total treatments for heroin.
Mississippi had 717 total for other opioids.
For a grand total of 1,057 people.

DRUG-RELATED CRIME DATA

FINDINGS

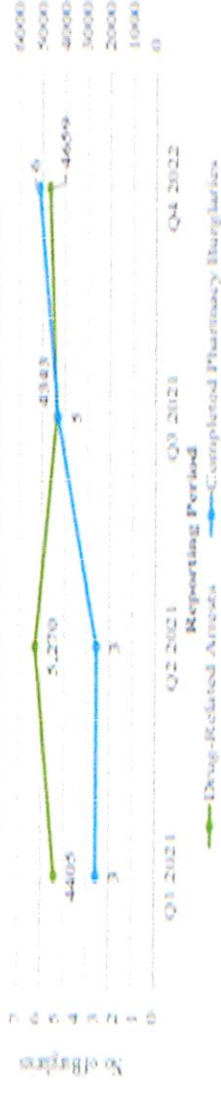
Drug-Related Arrests:

- The total number of drug-related arrests reported in 2021 was 18,688, which increased 13.1% from 2020 (16,523).
- In 2021, an average of 1,557 drug-related arrests were reported each month in Mississippi.
- There were 633 drug-related arrests per 100,000 persons reported to MHD in 2021.
- In 2021, the greatest numbers of drug-related arrests were reported in DeSoto (2209), Hinds (1527), and Harrison (1512) counties. They accounted for 30.6% of all drug-related arrests in Mississippi.

Pharmacy Burglaries:

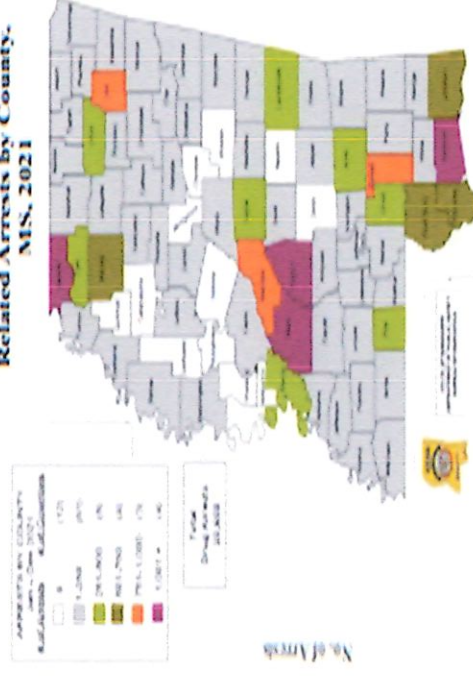
- In 2021, there were 18 completed pharmacy burglaries which was a decrease from 2020.
- There was a 43% decrease in completed pharmacy burglaries from 2020 (31) to 2021 (18).

FIGURE 11: DRUG-RELATED ARRESTS AND PHARMACY BURGLARIES BY QUARTER, MS, 2021



Data Source: Drug-Related Crime (Mississippi Bureau of Narcotics)

Figure 11. Number of Drug-Related Arrests by County, MS, 2021



Prepared Data 9

Mississippi had a total number of drug-related arrests of 18,688 with an increase of 13.1% from 2020. In 2020 Mississippi had an average of 1,557 drug related arrests per month.

Table 4. Number of Suspected Overdose Deaths, EMS Naloxone Administrations, and Drug-Related Arrest by County, MN, 2021

Note: The asterisk * values in this table may signify either that cases of overdose deaths, substance administrations, and drug-related crimes have not occurred or that such cases did occur but were not reported by the relevant authorities.

Project: [Building a Data Pipeline](#)

Forrest County had 10 EMS calls in 2021.

68.33 people per month in Forrest County are arrested on drug-related charges.

PROVISIONAL SYNDROMIC SURVEILLANCE EMERGENCY DEPARTMENT NONFATAL DRUG OVERDOSE

Table 8: Provisional Syndromic Surveillance Emergency Department Nonfatal Drug Overdose Data by Rate per 100,000 and by Count, MN, 2021

Safety District 1 (pop. = 437,823)	Number of Nonfatal Overdoses	Rate of Nonfatal Overdoses per 100,000 Persons	Rate of Nonfatal Overdoses per 100,000 Persons
All Drug	1246	1.96	4.74
Opioid	268	0.42	1.02
Heroin	45	0.07	0.18
Stimulants	37	0.06	0.09
Safety District 2 (pop. = 233,763)	462	1.96	4.74
All Drug	462	1.96	4.74
Opioid	102	0.42	1.02
Heroin	4	0.00	0.01
Stimulants	23	0.01	0.03
Safety District 3 (pop. = 396,417)	796	2.01	5.08
All Drug	796	2.01	5.08
Opioid	138	0.35	0.88
Heroin	23	0.01	0.03
Stimulants	26	0.01	0.03
Safety District 4 (pop. = 497,789)	1826	3.67	9.22
All Drug	1826	3.67	9.22
Opioid	516	1.04	2.61
Heroin	152	0.31	0.78
Stimulants	86	0.17	0.43
Safety District 5 (pop. = 166,656)	462	2.78	6.96
All Drug	462	2.78	6.96
Opioid	94	0.56	1.40
Heroin	23	0.01	0.03
Stimulants	18	0.01	0.03

Figure 16. Department of Public Safety Districts



Data Source: Syndromic Surveillance Emergency Department Data (Mississippi State Department of Health)

Provisional Data 1.1

The number of non-fatal overdoses in District 7 is 997.



Q Let's find your word



human being



DEFINITIONS

THESAURUS

LEARNERS



EXA

DEFINITION FOR *HUMAN BEINGS* (1 OF 1)

noun

- 1 any individual of the genus *Homo*, especially a member of the species *Homo sapiens*.
- 2 a person, especially as distinguished from other animals or as representing the human species:
living conditions not fit for human beings;
a very generous human being.

Matthew
25:40-45
New
International
Version

40 "The King will
reply, 'Truly I tell
you, whatever you
did for one of the
least of these
brothers and sisters
of mine, you did for
me.'

41 "Then he will say
to those on his left,
'Depart from me,
you who are cursed,
into the eternal fire
prepared for the
devil and his angels.
42 For I was hungry
and you gave me
nothing to eat, I was
thirsty and you gave
me nothing to drink,
43 I was a stranger

 [biblegat](#)

How God sees people.

Genesis 1:26



New International Version (NIV)



Bible Book List



Font Size



Passage

Resources

Hebrew/Greek



Genesis 1:26



New International Version



26 Then God said, "Let us make mankind
in our image, in our likeness, so that
they may rule over the fish in the sea
and the birds in the sky, over the
livestock and all the wild animals,^[a] and
over all the creatures that move along
the ground."

[Read full chapter](#)



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Charles Copeland, Division Manager
Date: Tuesday, September 3, 2024
Re: Hold Public Hearing to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.
File Number: 2024-419
Minute Book #

Summary

Public Hearing 09 03 2024, Unsafe Properties.

Recommendation Statement

I recommend a Public Hearing for the listed properties to determine if said properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Please place this on the September 3, 2024 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Urban Development Director

DATE: September 3, 2024

RE: Hold Public Hearing-Unsafe Properties

Hold a Public Hearing on Tuesday, September 3, 2024 to determine if the following properties are in such a state of uncleanness so as to be a menace to the health and safety of the community, according to the provisions of MS Code 1972, Section 21-19-11.

	Address	PPIN	Ward	Violations	Proposed Actions	Estimated Cost	Estimated Penalty
1.	105 Saucier Drive, Hattiesburg, MS 39401	22318	2	GAR/RUB, VS, OGL, AV, OS	Cut, Clean, Secure, Remove Vehicles	\$12,656	\$1,500
2.	309 Magnolia Avenue, Hattiesburg, MS 39401	13668	2	DB, US, VS, GAR/RUB, OGL	Cut, Clean, Secure, Demo	\$7,000	\$1,500
3.	711 Claiborne Avenue, Hattiesburg, MS 39401	22340	2	DB, US, VS, GAR/RUB, OGL	Cut, Clean, Secure, Demo	\$6,643	\$1,500
4.	717 New Orleans Street, Hattiesburg, MS 39401	25735	2	DB, US, VS, GAR/RUB, OGL	Cut, Clean, Secure, Demo	\$6,545	\$1,500
5.	814 Atlanta Street, Hattiesburg, MS 39401	25711	2	DB, US, VS, OGL	Cut, Clean, Secure, Demo	\$9,604	\$1,500

6.	814 Grace Avenue, Hattiesburg, MS 39401	17983	2	DB, US, VS, GAR/RUB, OGL	Cut, Clean, Secure	\$5,000	\$1,500
7.	906 Short 7th Street, Hattiesburg, MS 39401	15384	2	DB, US, VS, GAR/RUB, OGL	Cut, Clean, Secure, Demo	\$9,793	\$1,500
8.	1100 Coit Street, Hattiesburg, MS 39401	12806	2	DB, US, VS, GAR/RUB, OGL	Cut, Clean, Secure, Demo	\$8,050	\$1,500
9.	1220 Dewey Street, Hattiesburg, MS 39401	20350	2	DB, US, VS, GAR/RUB, OGL	Cut, Clean, Secure, Demo	\$7,161	\$1,500
10.	303 South 13 th Avenue, Hattiesburg, MS 39401	24198	4	ES, DS, VS, OGL, GAR/RUB, OS	Cut, Clean, Secure	\$7,000	\$1,500
11.	117 East Scooba Street, Hattiesburg, MS 39401	21346	5	AB, DB, GAR/RUB, OGL	Cut, Clean, Secure, Demo	\$7,042	\$1,500
12.	231 May Avenue, Hattiesburg, MS 39401	13918	5	DB, US, VS, GAR/RUB, OGL	Cut, Clean, Secure, Demo	\$7,924	\$1,500
13.	423 East Scooba Street, Hattiesburg, MS 39401	23595	5	AB, DB, OGL	Cut, Clean, Secure, Demo	\$6,986	\$1,500

Garbage & Rubbish=GAR/RUB
 Dilapidated Building=DB
 Dangerous Structure=DS
 Imminent Danger=ID
 Overgrown Lot=OGL
 Open Storage=OS
 Unsafe Structure=US
 Abandoned Vehicle=AV
 Abandoned Structure=AS
 Vacant Structure=VS
 Owner Responsibility=OR

Case # 1

Case History For 105 Saucier Drive

Ward: 2

Action Center: CASE-09-23-011524

Date: 02/15/2024

PPIN: 22318

**Owner: Keith Ronell Adams & ETALS,
and MS TL, LLC**

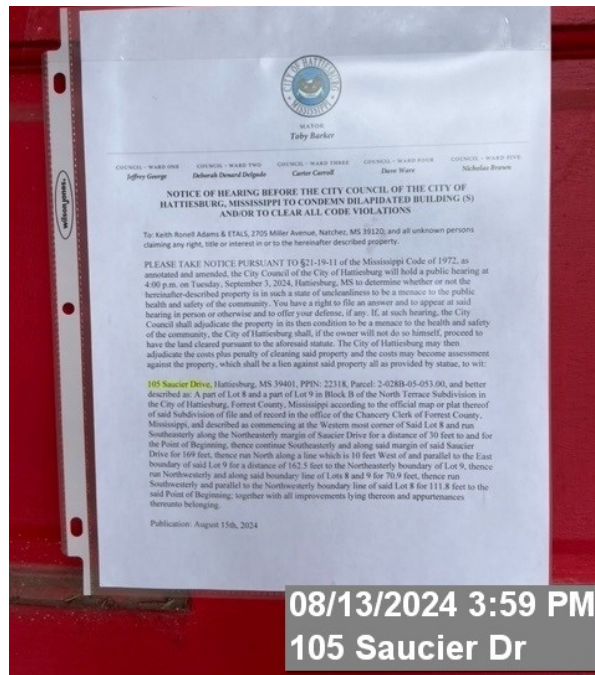
Violations: GAR/RUB, VS, OGL, AV, OS

Case History: The property has been vacant, overgrown, unsanitary, and in unsafe conditions since 2022. During this time, the property owner has been issued notices of violations to fix the nature of the building, and the owner has not attempted to contact Code Enforcement or any other department necessary to resolve any of the violations on the property. Due to the unsafe and unsanitary condition of the building, this property poses a risk to the neighborhood as it is unsafe, lacks maintenance, and is a menace to the community. The property also has a total two inoperable vehicles with out-of-date tags stored on the property which violates our city ordinance and IPMC 302.8. Code Enforcement has written multiple notices concerning the property's condition, and now we recommending to that we bring the property up to code.

Inspector:

Dale Brown

(601) 554-1009





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

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

To: Keith Ronell Adams & ETALS, 2705 Miller Avenue, Natchez, MS 39120; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 3, 2024, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

105 Saucier Drive, Hattiesburg, MS 39401, PPIN: 22318, Parcel: 2-028B-05-053.00, and better described as: A part of Lot 8 and a part of Lot 9 in Block B of the North Terrace Subdivision in the City of Hattiesburg, Forrest County, Mississippi according to the official map or plat thereof of said Subdivision of file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, and described as commencing at the Western most corner of Said Lot 8 and run Southeasterly along the Northeasterly margin of Saucier Drive for a distance of 30 feet to and for the Point of Beginning, thence continue Southeasterly and along said margin of said Saucier Drive for 169 feet, thence run North along a line which is 10 feet West of and parallel to the East boundary of said Lot 9 for a distance of 162.5 feet to the Northeasterly boundary of Lot 9, thence run Northwesterly and along said boundary line of Lots 8 and 9 for 70.9 feet, thence run Southwesterly and parallel to the Northwesterly boundary line of said Lot 8 for 111.8 feet to the said Point of Beginning; together with all improvements lying thereon and appurtenances thereunto belonging.

Publication: August 15th, 2024

105 Saucier Drive

PPIN: 22318

7021 0350 0000 7837 1068	U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i> For delivery information, visit our website at www.usps.com . OFFICIAL USE Certified Mail Fee \$ Extra Services & Fees (check box, add fee as appropriate) ☐ Return Receipt (hardcopy) \$ ☐ Return Receipt (electronic) \$ ☐ Certified Mail Restricted Delivery \$ ☐ Adult Signature Required \$ ☐ Adult Signature Restricted Delivery \$ Postage \$ Total \$ Sent \$ Street \$ City, \$ PS Form 3800, April 2015 PSN 7530-02-000-9011 Instructions Keith Ronell Adams & ETALS 2705 Miller Avenue Natchez, MS 39120 2	7021 0350 0000 7837 1075
7021 0350 0000 7837 1062	U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i> For delivery information, visit our website at www.usps.com . OFFICIAL USE Certified Mail Fee \$ Extra Services & Fees (check box, add fee as appropriate) ☐ Return Receipt (hardcopy) \$ ☐ Return Receipt (electronic) \$ ☐ Certified Mail Restricted Delivery \$ ☐ Adult Signature Required \$ ☐ Adult Signature Restricted Delivery \$ Postage \$ Total \$ Sent \$ Street \$ City, \$ PS Form 3800, April 2015 PSN 7530-02-000-9011 Instructions Takesha S. Jenkins 5138 Whiteapple Road Roxie, MS 39661 2	7021 0350 0000 7837 1259
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Case # 2

Case History For 309 Magnolia Avenue

Ward: 2

Action Center: CASE-09-23-011484

Date: 03/27/2024

PPIN: 13668

Owner: Jewel Pate

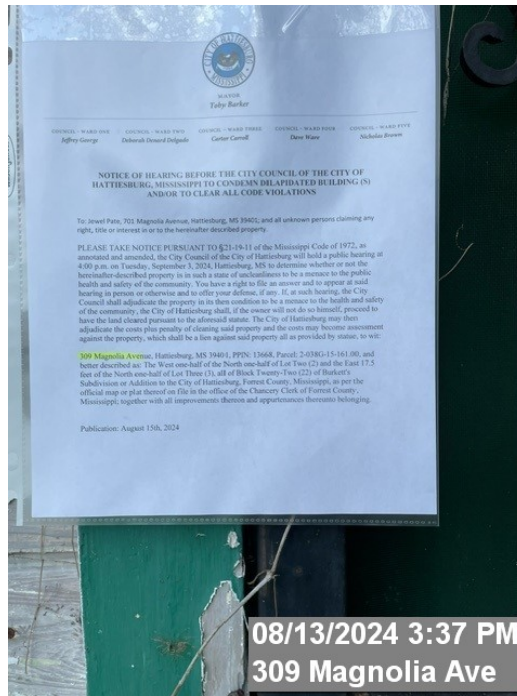
Violations: DB, US, VS, GAR/RUB, OGL

Case History: The property has been vacant, overgrown, and in unsafe conditions since 1999. During this time, the owner of the property has passed away, and doesn't have a next of kin to oversee the property. However, multiple violations were mailed out to a different address on file to see if we can get an explanation from someone about the property, but the mail was returned. Due to the dilapidated condition of the building, the condition of this property poses a risk to the neighborhood as it is unsafe, lacks maintenance, and is a menace to the community. The property has been consistently overgrown and cut by the city contractors via the expedited process. Code Enforcement has written multiple Notices concerning the conditions of the property, and now we are recommending to cut, clean, and demolish the property.

Inspector:

Dale Brown

(601) 554-1009





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

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

To: Jewel Pate, 701 Magnolia Avenue, Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 3, 2024, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

309 Magnolia Avenue, Hattiesburg, MS 39401, PPIN: 13668, Parcel: 2-038G-15-161.00, and better described as: The West one-half of the North one-half of Lot Two (2) and the East 17.5 feet of the North one-half of Lot Three (3), all of Block Twenty-Two (22) of Burkett's Subdivision or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

Publication: August 15th, 2024

309 Magnolia Avenue

PPIN: 13668

6601 2892 0000 0530 1202

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☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total \$	
To \$	
Se \$	
Str \$	
City \$	
PS \$	

Jewel Pate
701 Magnolia Avenue
Hattiesburg, MS 39401

Instructions

Case # 3

Case History For

711 Claiborne Avenue

Ward: Ward #

Action Center: CASE-02-24-013343

Date: 03/27/2024

PPIN: 22340

Owner: Michael Renard Bounds Jr, Kale Farms, Arlene Ling

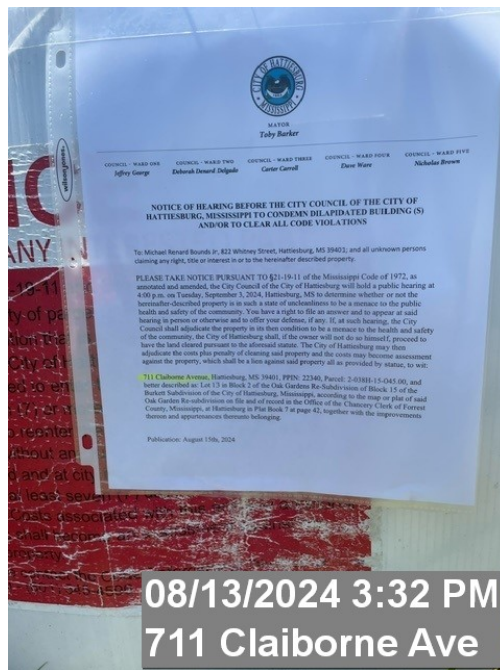
Violations: DB, US, VS, GAR/RUB, OGL

Case History: The property has been vacant, overgrown, and in unsafe conditions since 2022. During this time, the owner of the property has been issued several notices of violations to fix the nature of the building, and the owner has not attempted to contact Code Enforcement or any other department necessary to resolve any of the violations on the property. Due to the dilapidated condition of the building, the condition of this property poses a risk to the neighborhood as it is unsafe, lacks maintenance, and is a menace to the community. The property has been consistently overgrown and cut by the city contractors via the expedited process. Code Enforcement has written multiple Notices concerning the conditions of the property, and now we are recommending to cut, clean, and demolish the property.

Inspector:

Dale Brown

(601) 554-1009





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

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

To: Michael Renard Bounds Jr, 822 Whitney Street, Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 3, 2024, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

711 Claiborne Avenue, Hattiesburg, MS 39401, PPIN: 22340, Parcel: 2-038H-15-045.00, and better described as: Lot 13 in Block 2 of the Oak Gardens Re-Subdivision of Block 15 of the Burkett Subdivision of the City of Hattiesburg, Mississippi, according to the map or plat of said Oak Garden Re-subdivision on file and of record in the Office of the Chancery Clerk of Forrest County, Mississippi, at Hattiesburg in Plat Book 7 at page 42, together with the improvements thereon and appurtenances thereunto belonging.

Publication: August 15th, 2024

711 Claiborne Avenue

PPIN: 22340

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Total
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Michael Renard Bounds Jr
822 Whitney Street
Hattiesburg, MS 39401

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Extra Services & Fees (check box, add fee as appropriate)

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☐ Return Receipt (electronic)	\$ _____
☐ Certified Mail Restricted Delivery	\$ _____
☐ Adult Signature Required	\$ _____
☐ Adult Signature Restricted Delivery	\$ _____

Postage
\$ _____

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AUG - 9 2024

KALE FARMS
557 Windwood Lake Dr
Cape Girardeau, MO 63701

RV

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Arlene Ling
PO Box 2265
Hattiesburg, MS 39403

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PS Form 3840, April 2019 For Instructions

Case # 4

Case History For 717 New Orleans Street

Ward: 2

Action Center: CASE-05-23-011079

Date: 03/22/2024

PPIN: 25735

Owner: Alberta Armstrong

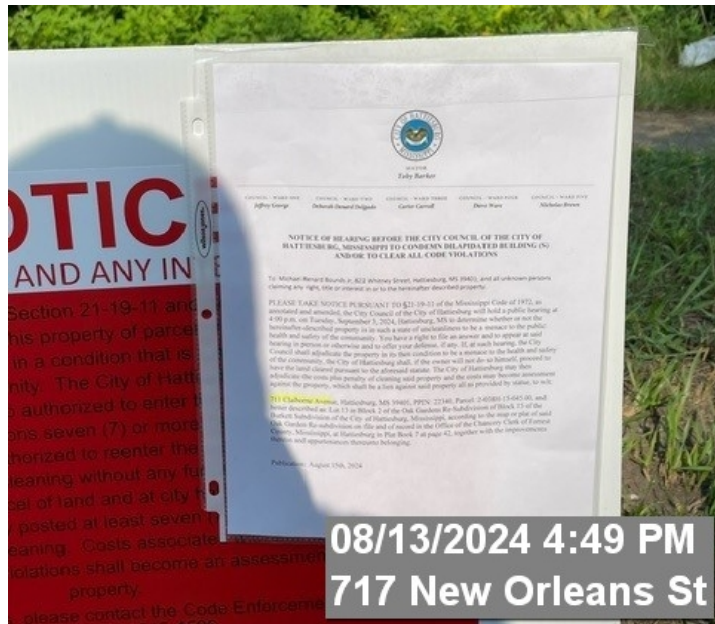
Violations: DB, US, VS, GAR/RUB, OGL

Case History: The property has been vacant, overgrown, and in unsafe conditions since 2022. During this time, the owner of the property has passed away, and doesn't have a next of kin to oversee the property. However, multiple violations were mailed out to a different address on file to see if we can get an explanation from someone about the property, but the mail was returned. Due to the dilapidated condition of the building, the condition of this property poses a risk to the neighborhood as it is unsafe, lacks maintenance, and is a menace to the community. The property has been consistently overgrown and cut by the city contractors via the expedited process. Code Enforcement has written multiple Notices concerning the conditions of the property, and now we are recommending to cut, clean, and demolish the property.

Inspector:

Dale Brown

(601) 554-1009





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

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

To: Alberta Armstrong, 717 New Orleans Street, Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 3, 2024, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

717 New Orleans Street, Hattiesburg, MS 39401, PPIN: 25735, Parcel: 2-029G-03-177.00, and better described as: Lot 11, Block 12 of the Yellow Pine Park Subdivision to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

Publication: August 15th, 2024

717 New Orleans Street

PPIN: 25735

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Alberta Armstrong
111 Hinton Dr
Hattiesburg MS 39401

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Instructions

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Alberta Armstrong
717 New Orleans Street
Hattiesburg MS 39401

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Instructions

Case # 5

Case History For 814 Atlanta Street

Ward: 2

Action Center: CASE-08-23-011423

Date: 02/16/2024

PPIN: 25711

Owner: Toby Woullard, Jessie Ree Bournes, NOTLUGE FLP, Merritt Inc, and Mary B. Coleman

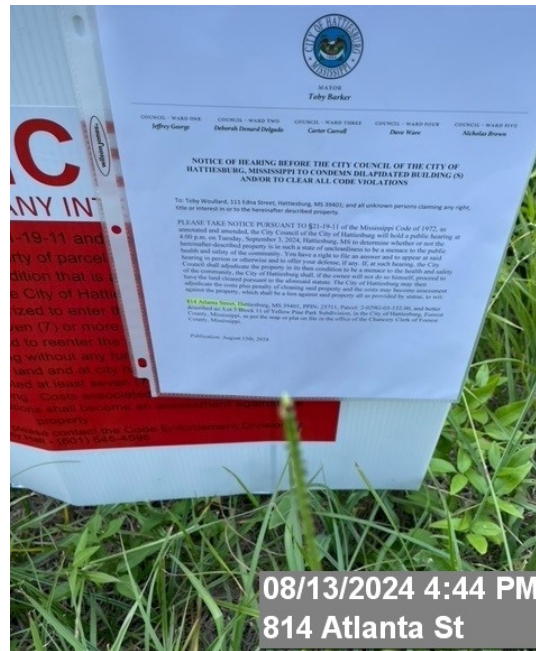
Violations: DB, US, VS, OGL

Case History: The property has been vacant, overgrown, unsanitary, and in unsafe conditions since 2022. During this time, the property owner has been issued notices of violations to fix the nature of the building, and the owner has not attempted to contact Code Enforcement or any other department necessary to resolve any of the violations on the property. Due to the unsafe and unsanitary condition of the building, this property poses a risk to the neighborhood as it is unsafe, lacks maintenance, and is a menace to the community. The property is being consistently invaded by homeless individuals who have been using the property for illegal shelter and is raising awareness among surrounding communities in the area. Code Enforcement has written multiple notices concerning the property's condition, and now we recommend securing, cleaning, and demolishing the primary structure on the property.

Inspector:

Dale Brown

(601) 554-1009





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

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

To: Toby Woullard, 111 Edna Street, Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 3, 2024, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

814 Atlanta Street, Hattiesburg, MS 39401, PPIN: 25711, Parcel: 2-029G-03-152.00, and better described as: Lot 5 Block 11 of Yellow Pine Park Subdivision, in the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Publication: August 15th, 2024

814 Atlanta Street

PPIN: 25711

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Toby Woullard
111 Edna Street
Hattiesburg, MS 39401

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Jessie Ree Boumes
814 Atlanta St
Hattiesburg, MS 39401

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Mary B. Coleman
400 E 8th St
Hattiesburg, MS 39401

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Merritt Inc
6991 Hwy 493 North
Meridian, MS 39305

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RV

Case # 6

Case History For 814 Grace Avenue

Ward: 2

Action Center: CASE-06-23-011166

Date: 04/04/2024

PPIN: 17983

Owner: Earnest Lee & Mary Etta Dedrick

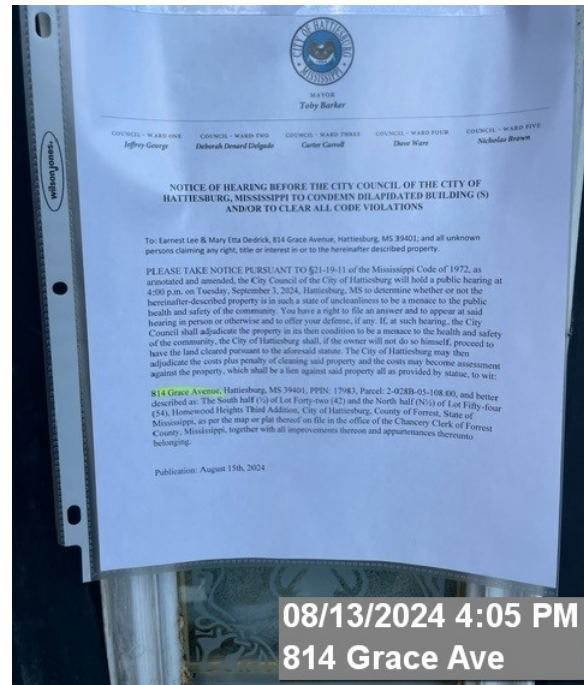
Violations: DB, US, VS, GAR/RUB, OGL

Case History: The property has been vacant, overgrown, and in unsafe conditions since 2023. During this time, the owner of the property has not made any attempt to reach out to code enforcement or any other department to resolve the current violations. However, multiple violations were mailed out to the address on file to see if we can get an explanation from someone about the property, but the mail was returned. Due to the condition of this property, it poses a risk to the neighborhood as it is unsafe, lacks maintenance, and is a menace to the community. The property has been consistently overgrown and cut by the city contractors via the expedited process. Code Enforcement has written multiple Notices concerning the conditions of the property, and now we are recommending to cut, clean, and secure the property.

Inspector:

Dale Brown

(601) 554-1009





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

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

To: Earnest Lee & Mary Etta Dedrick, 814 Grace Avenue, Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 3, 2024, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

814 Grace Avenue, Hattiesburg, MS 39401, PPIN: 17983, Parcel: 2-028B-05-108.00, and better described as: The South half (½) of Lot Forty-two (42) and the North half (N½) of Lot Fifty-four (54), Homewood Heights Third Addition, City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: August 15th, 2024

814 Grace Avenue

PPIN: 17983

7021 0350 0000 7837 1143

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PS	For Instructions

Earnest Lee & Mary Etta Dedrick
814 Grace Ave
Hattiesburg, MS 39401

Case # 7

Case History For 906 Short 7th Street

Ward: 2

Action Center: CASE-01-24-012880

Date: 03/28/2024

PPIN: 15384

**Owner: Frank Calloway, Mary E
Calloway, and Annie Jessina Calloway**

Violations: DB, US, VS, GAR/RUB, OGL

Case History: The property has been vacant, overgrown, and in unsafe conditions since 2021. During this time, the owner of the property has been issued several notices of violations to fix the nature of the building, and the owner has not attempted to contact Code Enforcement or any other department necessary to resolve any of the violations on the property. Due to the dilapidated condition of the building, the condition of this property poses a risk to the neighborhood as it is unsafe, lacks maintenance, and is a menace to the community. The property has been consistently overgrown and cut by the city contractors via the expedited process. Code Enforcement has written multiple Notices concerning the conditions of the property, and now we are recommending to cut, clean, and demolish the property.

Inspector:

Dale Brown

(601) 554-1009





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

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

To: Frank Calloway, 123 Centre Circle, Petal, MS 39465; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 3, 2024, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

906 Short 7th Street, Hattiesburg, MS 39401, PPIN: 15384, Parcel: 2-029H-03-198.00, and better described as: Lot Four (4) of Block Two (2) of the Fuller and Bowen Subdivision to the City of Hattiesburg, Forrest County, Mississippi.

Publication: August 15th, 2024

906 Short 7th Street

PPIN: 15384

7021 0350 0000 7837 1150

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Frank Calloway
123 Centre Circle
Petal, MS 39465

Instructions

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USPS 39402-9998

Annie Jessina Calloway
906 Short 7th St
Hattiesburg, MS 39401

RV

See Reverse for Instructions

Case # 8

Case History For 1100 Coit Street

Ward: Ward #

Action Center: CASE-02-24-013345

Date: 03/22/2024

PPIN: 12806

Owner: Quendarrius Raiford, Stamp House Holdings, Sho LLC, Merritt Inc, Kale Farms, and Robert Dugan

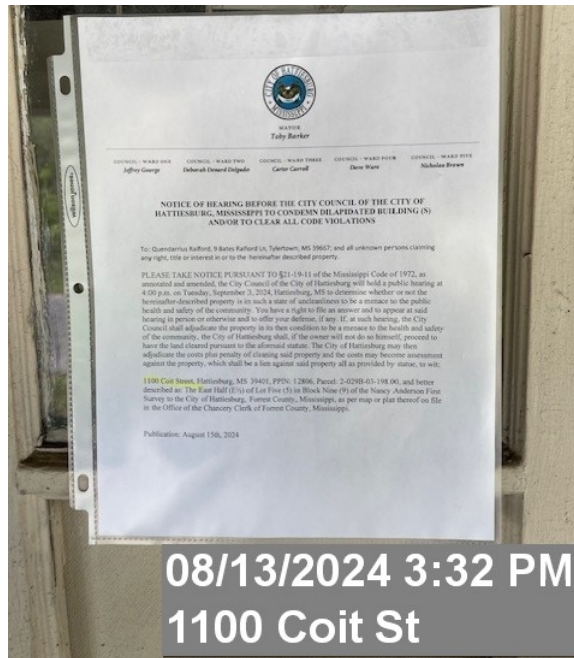
Violations: DB, US, VS, GAR/RUB, OGL

Case History: The property has been vacant, overgrown, and in unsafe conditions since 2021. During this time, the owner of the property has been issued several notices of violations to fix the nature of the building, and the owner has not attempted to contact Code Enforcement or any other department necessary to resolve any of the violations on the property. Due to the dilapidated condition of the building, the condition of this property poses a risk to the neighborhood as it is unsafe, lacks maintenance, and is a menace to the community. The property has been consistently overgrown and cut by the city contractors via the expedited process. Code Enforcement has written multiple Notices concerning the conditions of the property, and now we are recommending to cut, clean, and demolish the property.

Inspector:

Dale Brown

(601) 554-1009





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

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

To: Quendarrius Raiford, 9 Bates Raiford Ln, Tylertown, MS 39667; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 3, 2024, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

1100 Coit Street, Hattiesburg, MS 39401, PPIN: 12806, Parcel: 2-029B-03-198.00, and better described as: The East Half (E½) of Lot Five (5) in Block Nine (9) of the Nancy Anderson First Survey to the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi.

Publication: August 15th, 2024

1100 Coit Street

PPIN: 12806

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Columbus, MS 39703					
PS Form 3800, April 2015 Postmaster's Use Only					

Case # 9

Case History For 1220 Dewey Street

Ward: 2

Action Center: CASE-02-24-013355

Date: 03/22/2024

PPIN: 20350

Owner: Herbert Robert Evans Jr and
Carolyn Evans

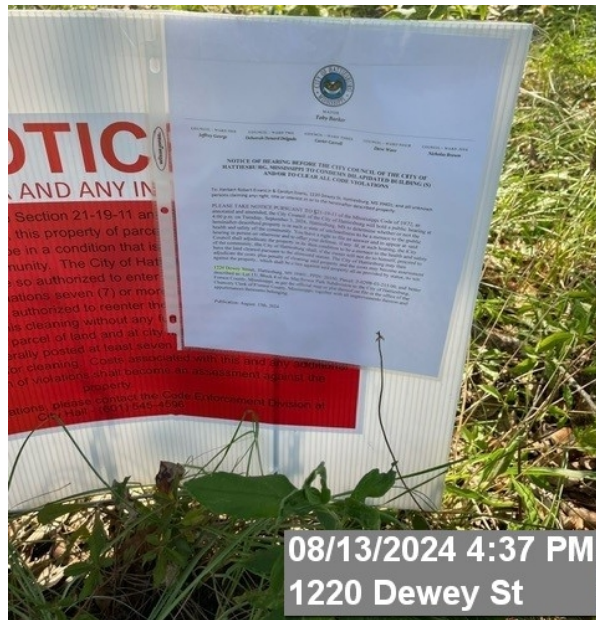
Violations: DB, US, VS, GAR/RUB, OGL

Case History: The property has been vacant, overgrown, and in unsafe conditions since 2021. During this time, the owner of the property has been issued several notices of violations to fix the nature of the building, and the owner has not attempted to contact Code Enforcement or any other department necessary to resolve any of the violations on the property. Due to the dilapidated condition of the building, the condition of this property poses a risk to the neighborhood as it is unsafe, lacks maintenance, and is a menace to the community. The property has been consistently overgrown and cut by the city contractors via the expedited process. Code Enforcement has written multiple Notices concerning the conditions of the property, and now we are recommending to cut, clean, and demolish the property.

Inspector:

Dale Brown

(601) 554-1009





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

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

To: Herbert Robert Evans Jr & Carolyn Evans, 1220 Dewey St, Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 3, 2024, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

1220 Dewey Street, Hattiesburg, MS 39401, PPIN: 20350, Parcel: 2-029B-03-215.00, and better described as: Lot 13, Block 4 of the Mayflower Park Subdivision to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

Publication: August 15th, 2024

1220 Dewey Street

PPIN: 20350

7837 1181
1811 2882 0000 0530 1202

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☐ Adult Signature Restricted Delivery	\$
Postage	\$
Total	\$
Sent to: Herbert Robert Evans Jr & Carolyn Evans	
1220 Dewey St	
Hattiesburg, MS 39401	
PS Form 3800, April 2013 PSN 7530-02-000-9041 See Reverse for Instructions	

HATTIESBURG MS 39401
AUG - 9 2024
Postmark Here

Case # 10

Case History For 303 South 13th Avenue

Ward: 4

Action Center: CASE-10-23-011617

Date: 10/20/2023

PPIN: 24198

**Owner: Jimmy Rees L/E C/O Richard
Slade, Justin Powell**

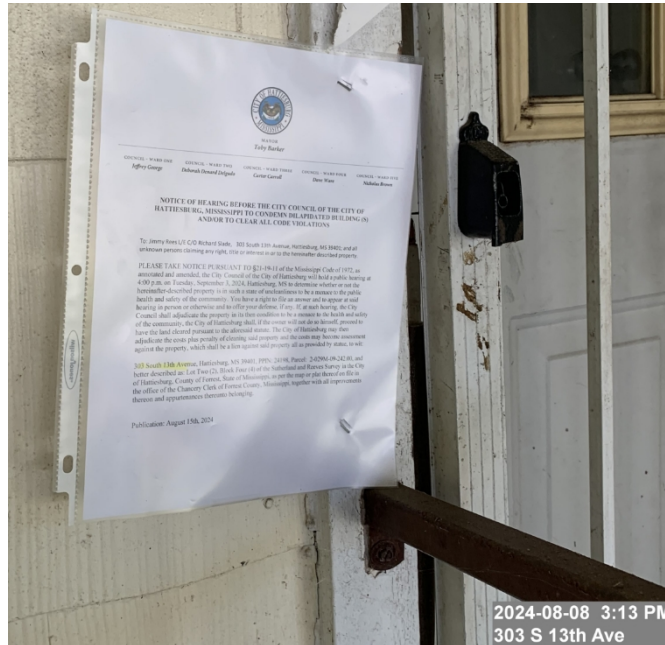
**Violations: ES, DS, VS, OGL, GAR/RUB,
OS**

Case History: Since the owner vacated the property in mid-2023, it has become a major nuisance to the neighborhood. The property has attracted vagrants, and Officer Sanguinetti has removed several individuals after receiving complaints from neighbors. The property has been left littered and poorly maintained. Despite multiple attempts to contact the owner, they have expressed no intention of rectifying these issues.

Inspector:

Whit Sanguinetti

(601) 554-1011





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

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

To: Jimmy Rees L/E C/O Richard Slade, 303 South 13th Avenue, Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 3, 2024, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

303 South 13th Avenue, Hattiesburg, MS 39401, PPIN: 24198, Parcel: 2-029M-09-242.00, and better described as: Lot Two (2), Block Four (4) of the Sutherland and Reeves Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication: August 15th, 2024

303 South 13th Avenue

PPIN: 24198

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Postage \$	
Total \$	
Jimmy Rees Slade L/E C/O Richard Slade 303 South 13th Ave Hattiesburg, MS 39401	
PS	Instructions

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Total \$	
Justin Powell 106 Chickasaw Dr Hattiesburg, MS 39401	
PS	Instructions

Case # 11

Case History For 117 East Scooba Street

Ward: 5

Action Center: CASE-12-22-010526

Date: 05/09/2024

PPIN: 21346

Owner: John E & Exie Jean Rawls

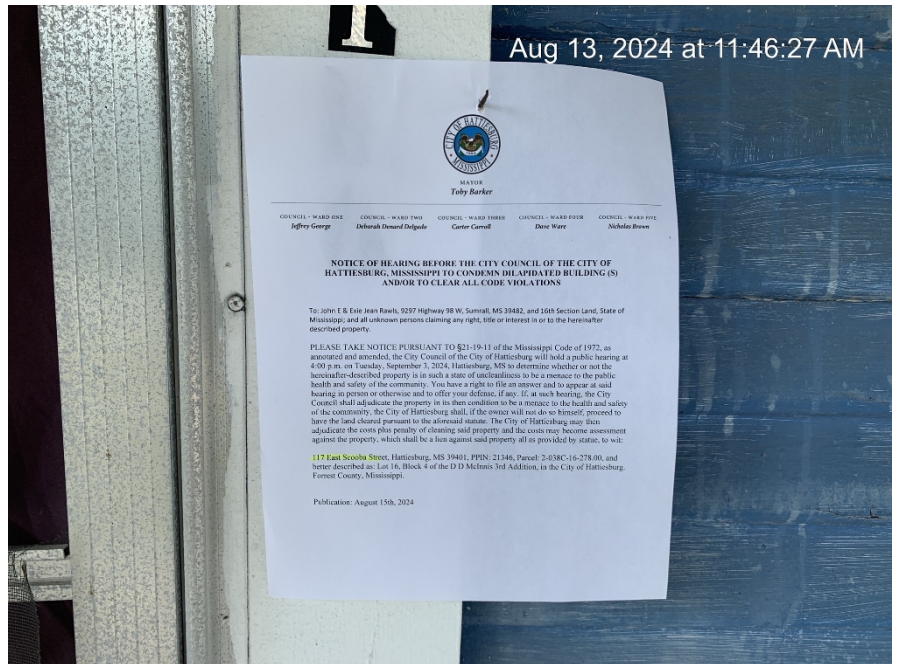
Violations: GAR/RUB, AB, DB, OGL

Case History: This property has been in an abandoned and dilapidated state, which has continued for several years. Code Enforcement seeks Council Resolution to resolve this matter.

Inspector:

Tywan Kidd

(601) 554-1007





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

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

To: John E & Exie Jean Rawls, 9297 Highway 98 W, Sumrall, MS 39482, and 16th Section Land, State of Mississippi; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 3, 2024, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

117 East Scooba Street, Hattiesburg, MS 39401, PPIN: 21346, Parcel: 2-038C-16-278.00, and better described as: Lot 16, Block 4 of the D D McInnis 3rd Addition, in the City of Hattiesburg. Forrest County, Mississippi.

Publication: August 15th, 2024

117 East Scooba Street

PPIN: 21346

7021 0350 0000 7837 1211

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Postage \$	
Total \$	
Sei	John E & Exie Jean Rawls
Str	9297 Highway 98 W
City	Sumrall, MS 39482
PS	Instructions

Case # 12

Case History For 231 May Avenue

Ward: 5

Action Center: CASE-12-23-012511

Date: 03/22/2024

PPIN: 13918

Owner: Carolyn Uzomah, Xavier Uzomah, and Alfred Uzomah

Violations: DB, US, VS, GAR/RUB, OGL

Case History: The property has been vacant, overgrown, and in unsafe conditions since 2021. During this time, the owner of the property has been issued several notices of violations to fix the nature of the building, and the owner has not attempted to contact Code Enforcement or any other department necessary to resolve any of the violations on the property. Due to the dilapidated condition of the building, the condition of this property poses a risk to the neighborhood as it is unsafe, lacks maintenance, and is a menace to the community. The property has been consistently overgrown and cut by the city contractors via the expedited process. Code Enforcement has written multiple Notices concerning the conditions of the property, and now we are recommending to cut, clean, and demolish the property.

Inspector:

Dale Brown

(601) 554-1009





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

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

To: Carolyn Uzomah, 231 May Avenue, Hattiesburg, MS 39401; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 3, 2024, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

231 May Avenue, Hattiesburg, MS 39401, PPIN: 13918, Parcel: 2-038B-15-316.00, and better described as: Lot 1 of Block Fourteen (14) of the J. H. BUSHMAN SUBDIVISION of Blocks One (1) to Sixteen (16) of the KAMPER and LEWIN SUBDIVISION of SW $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 15, Township 4 North, Range 13 West, of the City of Hattiesburg, as per maps and plats thereof in the office of the Chancery Clerk of Forrest County, Mississippi.

Publication: August 15th, 2024

231 May Avenue

PPIN: 13918

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Carolyn Uzomah
231 May Avenue
Hattiesburg, MS 39401

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RV See reverse for instructions

5E2T 1235 7021 0350 0000 7837 1228

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Postage

Carolyn Uzomah
135 Rivercrest Lane
Covington, GA 30016

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RV See reverse for instructions

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Alfred Uzomah
135 Rivercrest Lane
Covington, GA 30116

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Postage

Xavier Uzomah
5645 Harbor Pointe
Oakwood, GA 30566

Postmark Here

RV See reverse for instructions

Case # 13

Case History For 423 East Scooba Street

Ward: 5

Action Center: CASE-04-20-007797

Date: 12/14/2020

PPIN: 23595

Owner: Shamera Bourne C/O Willie Bourne

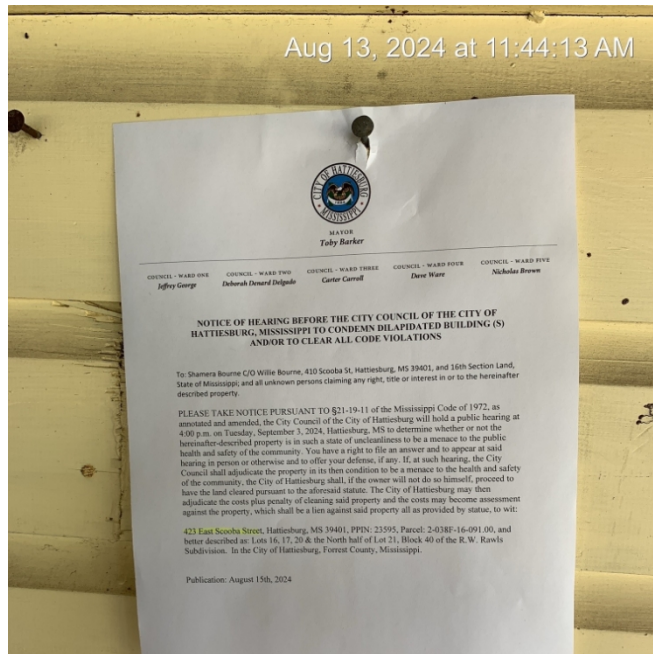
Violations: AB, DB, OGL

Case History: This property has been in an abandoned and dilapidated state, which has continued for several years. Code Enforcement seeks Council Resolution to resolve this matter.

Inspector:

Tywan Kidd

(601) 554-1007





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

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

To: Shamera Bourne C/O Willie Bourne, 410 Scooba St, Hattiesburg, MS 39401, and 16th Section Land, State of Mississippi; and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a public hearing at 4:00 p.m. on Tuesday, September 3, 2024, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

423 East Scooba Street, Hattiesburg, MS 39401, PPIN: 23595, Parcel: 2-038F-16-091.00, and better described as: Lots 16, 17, 20 & the North half of Lot 21, Block 40 of the R.W. Rawls Subdivision. In the City of Hattiesburg, Forrest County, Mississippi.

Publication: August 15th, 2024

423 East Scooba Street

PPIN: 23595

7021 0350 0000 7637 1242

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Shamera Bourne C/O Willie Bourne 410 Scooba St Hattiesburg, MS 39401	
PS Form 3800, April 2015 PSN 7530-02-000-9011 See Reverse for Instructions	

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MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: City Council

FROM: Wiley Quinn, Director of Urban Development

DATE: September 3, 2024

RE: Public Hearing September 3, 2024

I recommend the following property be dismissed from the Council Hearing because of a request from the owner's counsel.

Case #	Address	PPIN	Parcel #	Reason:
12.	231 May Avenue	13918	2-038B-15-316.00	Requested by owner's counsel.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, September 3, 2024
Re: Hold Public Hearing to hear public comment on the Motor Vehicle Assessment Schedule for the City of Hattiesburg for the fiscal year beginning October 1, 2024, and ending September 30, 2025.
File Number: 2024-443
Minute Book #

Summary

Hold Public Hearing to hear public comment on the Motor Vehicle Assessment Schedule for the City of Hattiesburg for the fiscal year beginning October 1, 2024, and ending September 30, 2025

Recommendation Statement

I recommend approval of this item.

Please place this on the September 3, 2024 City Council meeting for consideration.

**UNIFORM
ASSESSMENT SCHEDULE**

**For
SPECIAL EQUIPMENT,
SEMI-TRAILERS, CONCESSION TRAILERS,
UTILITY TRAILERS,
BOAT TRAILERS,
HORSE AND STOCK TRAILERS**

FISCAL YEAR

2024-2025

AUGUST 1, 2024 THROUGH JULY 31, 2025

**Adopted by
DEPARTMENT OF REVENUE
Jackson, Mississippi**

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**ORDER ADOPTING ASSESSMENT SCHEDULE FOR
MOTOR VEHICLE AD VALOREM TAXES FOR THE
FISCAL YEAR 2024-2025**

WHEREAS, Section 27-51-15, Miss. Code Ann., provides that motor vehicles shall be assessed uniformly according to value and such assessed value shall be determined by an assessment schedule which shall be prepared and made of minute record by the Department of Revenue and shall be certified to the president of the board of supervisors of the various counties of the state, and to the mayor or the presiding officer of the municipal boards of the various municipalities, and municipal separate school districts of the state as the official motor vehicle assessment schedule which shall be used by the proper officials of both respective jurisdictions in assessing motor vehicle ad valorem taxes for the ensuing fiscal year; and,

WHEREAS, Section 27-51-19, Miss. Code Ann., provides that the Department of Revenue shall on or before the fifteenth day of June of each year, prepare and adopt an assessment schedule of motor vehicles, as defined in Section 27-51-5, Miss. Code Ann., which such assessment schedule, in its judgment, will tend to equalize the assessed value of property of this class with property of other classes in general, and which schedule, except as otherwise provided in Title 27, Chapter 51, Miss. Code Ann., as amended, shall be used by the tax collector of each county and each municipality and municipal separate school district, in assessing, calculating and collecting ad valorem taxes in each respective jurisdiction on all motor vehicles for such tax; and,

WHEREAS, said schedule, for the Fiscal Year 2024-2025 has been prepared in the manner and way required by law, and the assessment schedule for automobiles and most motorcycles is located in the computer network as part of the VIN/VIS System, with a copy of the schedule for special equipment, trailers, ambulances, and hearses (including motorcycles not included in the VIN/VIS system) attached hereto, and the Department of Revenue, being of the opinion that said schedule complies in all respects with the provisions of the aforesaid statute and amendments and should be adopted:

IT IS, THEREFORE, HEREBY ORDERED AND ADJUDGED that, the schedule for the Fiscal Year 2024-2025, for the assessment of ad valorem taxes for motor vehicles, as provided for by Title 27, Chapter 51, Miss. Code Ann., as amended, be and the same is hereby adopted for the purposes set forth in the aforesaid act and its amendments.

ORDERED AND ADJUDGED on this, the 6th day of May, 2024

DEPARTMENT OF REVENUE,
Chris Graham, Commissioner

By 
Director, Office of Property Tax

**DEPARTMENT OF REVENUE
PROPERTY ASSESSMENT BUREAU**

RULE 9. MOTOR VEHICLE ASSESSMENTS

Pursuant to Miss. Code Ann. Section 27-51-19, the Department of Revenue is required to annually prepare and adopt an assessment schedule for motor vehicles. In preparing this schedule, the Commission shall use a computer system package of assessments identified by the VIN ("vehicle identification number"). If the VIN does not produce an assessed value or if the computer system is not in operation, the local tax collector shall use the MSRP ("manufactured suggested retail price") with applicable depreciation percentage for the year in which the vehicle was manufactured.

The local tax collector shall be responsible for obtaining a source of MSRP(s) except for new vehicles. The taxpayer shall be responsible for supplying the MSRP for a new vehicle, by submitting a copy of the window sticker with the MSRP, to the tax collector at the time the tag is purchased.

The Department of Revenue will annually furnish to each tax collector an assessment schedule for trailers, motorcycles, special equipment, etc. to be used in the assessment of this type of property. This schedule will be furnished in hard copy or the Department of Revenue may use a computer system package of assessments identified by the VIN ("vehicle identification number"). If the VIN does not produce an assessed value or if the computer system is not in operation, the local tax collector shall use the MSRP ("manufactured suggested retail price") with applicable depreciation percentage for the year in which the vehicle was manufactured. For any model not listed, assess at 30% of current value if known, or use the "cost when new" multiplied by the percentages listed in the schedule for the years listed.

AUTOMOBILES & LIGHT TRUCKS

ASSESSMENT PERCENTAGES AND EXPLANATION

2025	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015 & older
27%	23%	19%	15%	12%	9%	7%	5%	4%	3%	\$100

The motor vehicle assessment adopted by the Department of Revenue, is the computer system package of assessments identified by the VIN (vehicle identification number). If the VIN does not produce an assessed value, the MSRP (manufacturer's suggested retail price) is entered in the system and is multiplied by the applicable percentage for the year in which the vehicle was manufactured.

The above percentages are used to calculate the assessed value for automobiles and light trucks. These percentages represent the assessment ratio of 30% less applicable depreciation. The appropriate percentage is multiplied by the MSRP of the vehicle being tagged to arrive at the assessed value. For 2015 and older models the assessed value is \$100.

The Mississippi Constitution mandates that motor vehicles be assessed at 30% of true value. The Commission estimates that the true value of a new vehicle is approximately 90% of the MSRP. **The 30% assessment ratio multiplied by 90% produces an effective percentage of 27% that would be multiplied by the MSRP of new vehicles to arrive at assessed value.**

The Road and Privilege Tax on all passenger vehicles is \$15.00. See Sections 27-19-5 and 27-19-9, Miss. Code Ann., for the privilege tax on motorcycles, ambulances, hearses, school and church buses, and taxicabs.

AMBULANCES & HEARSEs

ASSESSMENT PERCENTAGES

2025	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015 & older
27%	23%	19%	15%	12%	9%	7%	5%	4%	3%	\$100

MOTORCYCLES

ASSESSMENT PERCENTAGES

2025	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015 & older
27%	23%	17%	12%	9%	7%	6%	5%	4%	3%	2%

When assessing motorcycles enter the appropriate value and the assessment will be calculated by the percentage listed in the table. For any model not listed, use the "cost when new" multiplied by the percentages for the years listed.

SPECIAL EQUIPMENT & TRAILERS

ASSESSMENT PERCENTAGES

2025	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015 & older
30%	23%	17%	12%	9%	7%	6%	5%	4%	3%	2%

When assessing special equipment or trailers enter the appropriate value and the assessment will be calculated by the percentage listed in the table. For any model not listed, assess at 30% of current value if known or use the "cost when new" multiplied by the percentages for the years listed.

SEMI-TRAILERS**VAN TYPE****VALUES*****DRY FREIGHT
ALL PURPOSE*****Aluminum, Plywood Walls,
Wood Floor**

40' - 43'-----	\$	34,314
45'-----	\$	40,555
48'-----	\$	42,679
53'-----	\$	44,802

**SEMI-TRAILERS****SIDE CURTAIN****VALUES*****DRY FREIGHT*****Steel and Aluminum**

45'-----	\$	46,194
48'-----	\$	49,450
53'-----	\$	51,922



SEMI-TRAILERS**REFRIGERATED****VALUES*****REFRIGERATED
aka REEFER*****Aluminum, Insulated,
Extruded Aluminum Floor**

40' - 43'-----	\$	74,549
45'-----	\$	79,858
48'-----	\$	84,457
53'-----	\$	86,839

**SEMI-TRAILERS****DROP DECK VAN****VALUES****Aluminum, Plywood Walls, Hardwood
Floor**

40' - 45'-----	\$	51,871
48'-----	\$	57,750
53'-----	\$	60,634



SEMI-TRAILERS**FLATBED TYPE****VALUES*****FLATBED*****Steel, Wood Floor**

40'-----	\$	39,168
45'-----	\$	40,615
48'-----	\$	41,882
53'-----	\$	46,497

**SEMI-TRAILERS****FLATBED TYPE****VALUES*****FLATBED*****Aluminum**

40'-----	\$	45,388
45'-----	\$	46,835
48'-----	\$	48,102
53'-----	\$	52,717



SEMI-TRAILERS

FLATBED TYPE

VALUES

Steel, Wood Floor

DROP DECK FLAT

40' - 43'-----	\$	49,575
45'-----	\$	51,092
48'-----	\$	52,607
53'-----	\$	54,122



SEMI-TRAILERS

FLATBED TYPE

VALUES

DROP DECK FLAT

Aluminum

40' - 43'-----	\$	56,621
45'-----	\$	58,138
48'-----	\$	59,653
53'-----	\$	61,168



SEMI-TRAILERS**LOWBOY****VALUES*****LOWBOY*****Fixed Gooseneck**

25 Ton-----	\$	70,467
35 Ton-----	\$	74,885
50 Ton-----	\$	80,623
60 Ton-----	\$	84,982

**SEMI-TRAILERS****LOWBOY****VALUES*****LOWBOY*****Detachable Gooseneck**

25 Ton-----	\$	79,216
35 Ton-----	\$	83,634
50 Ton-----	\$	89,372
60 Ton-----	\$	93,732



SEMI-TRAILERS**LOG TRAILER****VALUES*****LOG TRAILER***

4 Bolster-----
Home Made-----

\$ 24,480
\$ 12,000

**SEMI-TRAILERS****FEED TRAILER****VALUES*****FEED***

Aluminum-----

\$ 59,976



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES	
PNEUMATIC DRY BULK aka POSSUM BELLY	Aluminum		
	40' or less-----	\$	97,314
	42' -----	\$	99,684
Cement, Lime, Sand, Etc.	Steel		
	40' or less-----	\$	75,940
	42' -----	\$	78,310



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES	
ASPHALT	Aluminum, Mild Steel		
	Liquid Asphalt-----	\$	69,038



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>Uncoded</i>	Stainless Steel	
	Less than 7000 Gal-----	\$ 78,030
	7000 Gal-----	\$ 83,203
	More than 7000 Gal-----	\$ 86,229

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
MC 406, 407 & 408	Stainless Steel	
	Multi-Purpose cargo	
	Less than 7000 Gal-----	\$ 90,810
	7000 Gal-----	\$ 95,983
	More than 7000 Gal-----	\$ 99,009

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
MC 200, 201 & 312	Stainless Steel	
	Rubber Lined	
	Less than 7000 Gal-----	\$ 102,006
	7000 Gal-----	\$ 107,179
	More than 7000 Gal-----	\$ 110,205

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
MC 331	Stainless Steel	
	Compressed gases	
	Less than 7000 Gal-----	\$ 114,955
	7000 Gal-----	\$ 120,128
	More than 7000 Gal-----	\$ 123,154



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>Uncoded</i>	Aluminum	
	Less Than 8,000 Gallons-----	\$ 67,755
	8,000 – 9,000 Gallons-----	\$ 68,101
	10,000 Gallons-----	\$ 70,840

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
MC 406,407 & 408	Aluminum	
	Multi-Purpose cargo	
	Less Than 8,000 Gallons-----	\$ 90,656
	8,000 – 9,000 Gallons-----	\$ 91,002
	10,000 Gallons-----	\$ 93,741

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
MC 200, 201 &312	Aluminum	
	Rubber Lined	
	Less Than 8,000 Gallons-----	\$ 100,310
	8,000 – 9,000 Gallons-----	\$ 100,656
	10,000 Gallons-----	\$ 103,395

<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
MC 331	Aluminum	
	Compressed gases	
	Less Than 8,000 Gallons-----	\$ 113,259
	8,000 – 9,000 Gallons-----	\$ 113,605
	10,000 Gallons-----	\$ 116,344



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>LIQUIFIED GASES</i> MC 308	Aluminum, Carbon Steel	
	Less Than 8,000 Gallons-----	\$ 102,954
	8,000 – 9,000 Gallons-----	\$ 103,297
	10,000 Gallons-----	\$ 105,933



<u>SEMI-TRAILERS</u>	TANK TYPE	VALUES
<i>SANITARY</i>	Less Than 8,000 Gallons-----	\$ 58,773
<i>FOOD GRADE</i>	8,000 – 9,000 Gallons-----	\$ 64,087
Milk, Water, Syrup, Etc.	10,000 Gallons-----	\$ 67,053



SEMI-TRAILERS**GRAIN****VALUES*****GRAIN*****Hopper & Conveyor (Walking Floor)*****Aluminum***

1 Hopper & Conveyor-----	\$	47,051
2 Hopper & Conveyor-----	\$	48,518
3 or more Hopper-----	\$	49,668

Steel

1 Hopper & Conveyor-----	\$	37,501
2 Hopper & Conveyor-----	\$	38,968
3 or more Hopper-----	\$	40,118

**SEMI-TRAILERS****LIVESTOCK****VALUES*****LIVESTOCK******Aluminum***

Less Than 42'-----	\$	67,571
43'- 47'-----	\$	71,241
48'-----	\$	75,916
53'-----	\$	77,882

Stainless Steel

Less Than 42'-----	\$	60,668
43'- 47'-----	\$	64,488
48'-----	\$	69,027
53'-----	\$	71,241



SEMI-TRAILERS**DUMP TYPE****VALUES****Aluminum**

24'-33'-----	\$	60,930
34'-35'-----	\$	67,549
36'-----	\$	68,400

Stainless Steel

24'-33'-----	\$	49,635
34'-35'-----	\$	56,254
36'-----	\$	57,104



<u>SEMI-TRAILERS</u>	AUTO TRANSPORT	VALUES
	Most-----	\$ 78,780



<u>SEMI-TRAILERS</u>	CHIP	VALUES
<i>CHIP</i>	Aluminum	
	42'-----	\$ 36,010
	45'-----	\$ 36,865
	48'-----	\$ 41,483
	53'-----	\$ 42,338



**CONCESSION
TRAILERS**

BUMPER PULL

VALUES

5X10-----	\$	11,500
6X10-----	\$	12,000
6X12-----	\$	12,650
6X14-----	\$	14,750
7X14-----	\$	21,600
7X16-----	\$	22,600
7X18-----	\$	23,285
7X20-----	\$	24,385
8X12-----	\$	19,500
8X14-----	\$	19,995
8X16-----	\$	20,995
8X18-----	\$	26,995
8X20-----	\$	31,990
8X24-----	\$	33,990
8X28-----	\$	35,799
8X30-----	\$	37,500



**CONCESSION
TRAILERS**

BBQ TRAILER

VALUES

8X16-----	\$	30,000
8X18-----	\$	32,000
8X20-----	\$	34,000
8X28-----	\$	51,995
8X32-----	\$	71,995



**CONCESSION
TRAILERS**

GOOSENECK

VALUES

8X20-----	\$	34,000
8X36-----	\$	53,000



UTILITY TRAILER

MOTORCYCLE

VALUES

PULL BEHIND

ALL-----

\$ 1,500



MOTORCYCLE

VALUES

**PULL BEHIND
CAMPER**

ALL-----

\$ 2,500



<u>UTILITY TRAILER</u>	<u>SINGLE OR DOUBLE AXLE</u>	<u>VALUES</u>
FLAT BED, TILT OR DROP GATE	4X6-----	\$ 548
	4X8-----	\$ 700
	4X10-----	\$ 850
	5X8-----	\$ 1,000
	5X10-----	\$ 1,345
	5X12-----	\$ 1,570
	5X14-----	\$ 1,595
	6X8-----	\$ 1,625
	6X10-----	\$ 1,670
	6X12-----	\$ 1,750
	6X14-----	\$ 1,765
	6X16-----	\$ 1,775
	6X18-----	\$ 2,265
	7X10-----	\$ 2,225
	7X12-----	\$ 2,335
	7X14-----	\$ 2,725
	7X16-----	\$ 2,775
	7X18-----	\$ 3,105
	7X20-----	\$ 3,650
	8X12-----	\$ 3,770
	8X14-----	\$ 4,022
	8X16-----	\$ 4,144
	8X18-----	\$ 4,327
	8X20-----	\$ 4,509
	9X12-----	\$ 4,884
	9X14-----	\$ 5,259
	9X16-----	\$ 5,634
	9X18-----	\$ 6,009
	9X20-----	\$ 6,384
	9X24-----	\$ 6,759



UTILITY TRAILER**DUMP****VALUES**

4X6-----	\$	2,680
4X8-----	\$	3,200
4X9-----	\$	4,000
5X8-----	\$	5,200
5X10-----	\$	5,690
5X12-----	\$	6,080
6X10-----	\$	6,752
6X12-----	\$	6,880
6X14-----	\$	6,960
6X16-----	\$	7,000
7X10-----	\$	7,024
7X12-----	\$	7,072
7X14-----	\$	7,200
7X16-----	\$	7,344
7X20-----	\$	7,392
8X16-----	\$	7,520
8X18-----	\$	7,760
9X20-----	\$	8,616



<u>UTILITY TRAILER</u>	EQUIPMENT	VALUES	
SOLID FLOOR WITH RAMPS OR DOVE TAIL	6X20-----	\$	2,200
	6X24-----	\$	3,190
	7X14-----	\$	3,580
	7X16-----	\$	3,690
	7X18-----	\$	3,750
	7X20-----	\$	3,945
	7X24-----	\$	4,000
	8X20-----	\$	4,350
	8X25-----	\$	4,575
	9X18-----	\$	4,590
	9X24-----	\$	4,610
	9X26-----	\$	4,690



<u>UTILITY TRAILER</u>	<u>EQUIPMENT</u>	<u>VALUES</u>	
GOOSENECK AND GOOSENECK / PINTEL	6X16-----	\$	3,499
	6X18-----	\$	3,580
	6X20-----	\$	3,629
	6X24-----	\$	4,417
	7X18-----	\$	4,428
	7X20-----	\$	4,622
	7X22-----	\$	4,671
	7X24-----	\$	4,741
	7X26-----	\$	4,763
	8X20-----	\$	4,995
	8X24-----	\$	5,005
	8X26-----	\$	5,070
	9X20-----	\$	5,130
	9X24-----	\$	5,260
	9X26-----	\$	5,616



<u>UTILITY TRAILER</u>	CAR CARRIER	VALUES	
OPEN / DRIVE ON	6X20-----	\$	2,479
	6X24-----	\$	2,647
	7X14-----	\$	2,680
	7X16-----	\$	2,774
	7X18-----	\$	2,900
	7X20-----	\$	3,173
	7X24-----	\$	3,216
	8X20-----	\$	3,337
	8X25-----	\$	3,404
	9X18-----	\$	3,524
	9X24-----	\$	3,678
	9X26-----	\$	3,712



<u>UTILITY TRAILER</u>	CAR CARRIER	VALUES	
ENCLOSED	8X18-----	\$	10,200
	8X20-----	\$	11,700
	8X22-----	\$	12,360
	8X24-----	\$	12,990
	8X26-----	\$	13,680
	8X28-----	\$	13,800
	8X30-----	\$	14,450
	8X32-----	\$	15,000
	8X34-----	\$	15,380
	9X18-----	\$	15,720
	9X20-----	\$	16,290
	9X22-----	\$	16,400
	9X24-----	\$	16,860
	9X26-----	\$	16,990
	9X28-----	\$	17,100
	9X30-----	\$	17,280
	9X32-----	\$	17,310



UTILITY TRAILER	CAR CARRIER	VALUES	
ENCLOSED V- NOSE	8X20-----	\$	11,900
	8X22-----	\$	12,100
	8X24-----	\$	13,225
	8X26-----	\$	13,790
	8X28-----	\$	14,355
	8X30-----	\$	14,820
	8X32-----	\$	15,320
	8X34-----	\$	16,395



<u>UTILITY TRAILER</u>	<u>CAR CARRIER</u>	<u>VALUES</u>	
ENCLOSED	8X20-----	\$	12,970
	8X22-----	\$	13,125
	8X24-----	\$	13,200
GOOSENECK / PINTEL	8X26-----	\$	13,320
	8X28-----	\$	14,510
	8X30-----	\$	14,760
	8X32-----	\$	15,280
	8X34-----	\$	15,500
	8X36-----	\$	15,570
	8X38-----	\$	15,900
	8X40-----	\$	16,375
	8X42-----	\$	16,550
	8X44-----	\$	16,750
	8X46-----	\$	16,900
	8X48-----	\$	17,275
	8X50-----	\$	17,500
	8X53-----	\$	18,090
	9X28-----	\$	18,500
	9X32-----	\$	19,050
	9X44-----	\$	19,900
	9X48-----	\$	26,215
	9X50-----	\$	26,800



UTILITY TRAILER**CARGO****VALUES****PULL BEHIND
TANDEM AXLE**

6X8-----	\$	2,578
6X10-----	\$	3,845
6X12-----	\$	4,132
6X14-----	\$	4,429
6X16-----	\$	4,721
7X12-----	\$	4,323
7X14-----	\$	4,530
7X16-----	\$	4,800
7X18-----	\$	5,113
7X20-----	\$	5,413
7X22-----	\$	5,713
7X24-----	\$	6,013
8X12-----	\$	4,482
8X14-----	\$	5,134
8X16-----	\$	5,334
8X18-----	\$	5,534
8X20-----	\$	5,734
8X22-----	\$	5,934
8X24-----	\$	6,365
8X26-----	\$	6,565
8X28-----	\$	6,765
8X32-----	\$	6,965



UTILITY TRAILER**CARGO****VALUES**

PULL BEHIND TANDEM AXLE V-NOSE	6X12-----	\$	4,658
	6X14-----	\$	4,774
	6X16-----	\$	4,974
	6X18-----	\$	5,159
	6X20-----	\$	5,436
	7X12-----	\$	4,874
	7X14-----	\$	5,205
	7X16-----	\$	5,467
	7X18-----	\$	5,651
	7X20-----	\$	5,890
	7X22-----	\$	6,006
	7X24-----	\$	6,468
	8X14-----	\$	5,544
	8X16-----	\$	5,805
	8X18-----	\$	6,098
	8X20-----	\$	6,483



<u>UTILITY TRAILER</u>	CARGO	VALUES	
PULL BEHIND SINGLE AXLE	4X6-----	\$	1,534
	5X6-----	\$	1,804
	5X8-----	\$	2,074
	5X10-----	\$	2,344
	5X12-----	\$	2,614
	6X10-----	\$	2,694
	6X12-----	\$	2,938
	6X14-----	\$	3,203
	7X12-----	\$	3,453
	7X14-----	\$	3,703
	7X16-----	\$	3,453
	8X12-----	\$	3,703
	8X14-----	\$	3,953



UTILITY TRAILER**CARGO****VALUES**

**PULL BEHIND
SINGLE AXLE
V-NOSE**

5X8-----	\$	2,592
5X10-----	\$	2,805
5X12-----	\$	2,902
6X10-----	\$	3,018
6X12-----	\$	3,199
6X14-----	\$	3,315
7X12-----	\$	3,605



<u>UTILITY TRAILER</u>	CARGO	VALUES	
GOOSENECK TANDEM AXLE	7X14-----	\$	4,500
	7X16-----	\$	4,650
	7X18-----	\$	4,770
	7X20-----	\$	4,920
	7X22-----	\$	4,990
	7X24-----	\$	5,180
	8X14-----	\$	4,870
	8X16-----	\$	5,050
	8X18-----	\$	5,190
	8X20-----	\$	5,290
	8X22-----	\$	5,505
	8X24-----	\$	5,880



UTILITY TRAILER**CARGO****VALUES****GOOSENECK
TRI-AXLE**

9X34-----	\$	8,990
9X36-----	\$	9,625
9X38-----	\$	10,225
9X40-----	\$	10,800
9X42-----	\$	11,300
9X44-----	\$	11,775
9X46-----	\$	12,400
9X48-----	\$	15,000



BOAT TRAILER**SINGLE AXLE****VALUES**

15'-----	\$	820
16'-----	\$	895
17'-----	\$	1,300
18'-----	\$	1,500
19'-----	\$	1,610
20'-----	\$	1,795
21'-----	\$	2,050
22'-----	\$	2,245



BOAT TRAILER**TANDEM AXLE****VALUES**

17'-----	\$	1,575
18'-----	\$	1,855
19'-----	\$	2,105
20'-----	\$	2,195
21'-----	\$	2,455
22'-----	\$	2,720
23'-----	\$	3,220
24'-----	\$	3,695
25'-----	\$	4,165
26'-----	\$	4,640
27'-----	\$	5,125
28'-----	\$	5,385
29'-----	\$	5,670
30'-----	\$	5,970
31'-----	\$	6,220
32'-----	\$	6,550
33'-----	\$	6,900
34'-----	\$	7,235
35'-----	\$	7,635
36'-----	\$	8,035



BOAT TRAILER**TRI - AXLE****VALUES**

26'-----	\$	5,245
27'-----	\$	5,515
28'-----	\$	5,815
29'-----	\$	6,120
30'-----	\$	6,440
31'-----	\$	6,705
32'-----	\$	7,075
33'-----	\$	7,435
34'-----	\$	7,835
35'-----	\$	8,240
36'-----	\$	8,635
37'-----	\$	9,135
38'-----	\$	9,325
39'-----	\$	10,130
40'-----	\$	10,655



HORSE AND STOCK TRAILERS

4-STAR

HORSE TRAILER TACK/DRESS ROOM

BUMPER PULL

2 HORSE-----	\$	15,254
3 HORSE-----	\$	19,872
4 HORSE-----	\$	24,132

GOOSENECK

2 HORSE-----	\$	18,774
3 HORSE-----	\$	22,900
4 HORSE-----	\$	33,800
5 HORSE-----	\$	42,800
6 HORSE-----	\$	49,916

ALUM-LINE

STOCK TRAILER

BUMPER PULL

14'-----	\$	9,919
16'-----	\$	10,715
18'-----	\$	11,458

GOOSENECK

17'-----	\$	14,640
19'-----	\$	15,383
21'-----	\$	16,019
23'-----	\$	16,868
25'-----	\$	17,504
27'-----	\$	18,354
29'-----	\$	19,043
31'-----	\$	19,944

ALUM-LINE**HORSE TRAILER****BUMPER PULL**

2 HORSE-----	\$	12,624
3 HORSE-----	\$	14,322

GOOSENECK

3 HORSE-----	\$	17,823
4 HORSE-----	\$	19,732
5 HORSE-----	\$	21,324
6 HORSE-----	\$	23,233

**CHARMAC
ALUMINUM****STOCK TRAILER****BUMPER PULL**

16'-----	\$	9,942
18'-----	\$	10,397

GOOSENECK

16'-----	\$	11,447
18'-----	\$	12,625
20'-----	\$	12,837
22'-----	\$	13,367
24'-----	\$	14,004

HORSE TRAILER**BUMPER PULL**

2 HORSE-----	\$	13,528
3 HORSE-----	\$	14,888
4 HORSE-----	\$	16,663

GOOSENECK

2 HORSE-----	\$	15,171
3 HORSE-----	\$	16,727
4 HORSE-----	\$	18,283
5 HORSE-----	\$	20,378
6 HORSE-----	\$	22,421

CHARMAC
STEEL

STOCK TRAILER

BUMPER PULL

12'-----	\$	5,799
14'-----	\$	6,223
26'-----	\$	6,507
18'-----	\$	6,789

GOOSENECK

14'-----	\$	8,347
16'-----	\$	8,630
18'-----	\$	8,913
20'-----	\$	9,196
22'-----	\$	9,765
24'-----	\$	10,330
26'-----	\$	10,572
28'-----	\$	11,387

CHARMAC
STEEL

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	10,118
3 HORSE-----	\$	11,349
4 HORSE-----	\$	14,074

GOOSENECK

2 HORSE-----	\$	13,403
3 HORSE-----	\$	14,357
4 HORSE-----	\$	15,737
5 HORSE-----	\$	17,522
6 HORSE-----	\$	18,407

HORSE TRAILER
WITH LIVING QUARTERS

GOOSENECK

3 HORSE-----	\$	36,990
4 HORSE-----	\$	39,130

CIRCLE D**STOCK TRAILER**

GOOSENECK

16'-----	\$	7,532
18'-----	\$	7,850
20'-----	\$	8,275
24'-----	\$	8,911

CM-ALUMINUM**STOCK TRAILER**

BUMPER PULL

16'-----	\$	14,790
----------	----	--------

GOOSENECK

16'-----	\$	17,994
20'-----	\$	18,360
24'-----	\$	20,220
28'-----	\$	21,659

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	20,500
3 HORSE-----	\$	23,800
4 HORSE-----	\$	28,050

GOOSENECK

2 HORSE-----	\$	22,525
3 HORSE-----	\$	25,576
4 HORSE-----	\$	29,395
5 HORSE-----	\$	31,150
6 HORSE-----	\$	34,800

CM-STEEL**STOCK TRAILER**

BUMPER PULL

10'-----	\$	4,774
12'-----	\$	5,092
14'-----	\$	5,728
16'-----	\$	5,994
17'-----	\$	6,859

GOOSENECK

12'-----	\$	8,142
14'-----	\$	8,514
16'-----	\$	8,699
20'-----	\$	9,813
24'-----	\$	11,458
28'-----	\$	13,526
32'-----	\$	15,012

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	6,604
3 HORSE-----	\$	9,525

DIAMOND D**STOCK TRAILER**

BUMPER PULL

12'-----	\$	4,698
16'-----	\$	5,074

GOOSENECK

12'-----	\$	6,058
14'-----	\$	6,490
16'-----	\$	7,759
18'-----	\$	8,539
20'-----	\$	8,757
24'-----	\$	9,511
28'-----	\$	10,150
32'-----	\$	10,723

DIAMOND D**HORSE TRAILER
WITH TACK ROOM**

BUMPER PULL

2 HORSE-----	\$	5,404
3 HORSE-----	\$	6,818

GOOSENECK

2 HORSE-----	\$	7,871
3 HORSE-----	\$	7,954
4 HORSE-----	\$	8,213
5 HORSE-----	\$	10,371

DIAMOND D**HORSE TRAILER
WITH DRESS ROOM**

BUMPER PULL

2 HORSE-----	\$	8,743
3 HORSE-----	\$	9,948
4 HORSE-----	\$	11,273

**HORSE TRAILER
WITH TACK/DRESS ROOM**

GOOSENECK

2 HORSE-----	\$	11,473
3 HORSE-----	\$	12,850
4 HORSE-----	\$	14,504
5 HORSE-----	\$	15,475
6 HORSE-----	\$	17,770

**HORSE TRAILER
WITH LIVING QUARTERS**

GOOSENECK

3 HORSE-----	\$	31,117
4 HORSE-----	\$	32,392

DONAHUE**STOCK TRAILER**

GOOSENECK

16'-----	\$	6,895
20'-----	\$	7,903
24'-----	\$	8,699
28'-----	\$	10,609

GOOSENECK w/HALF TOP

16'-----	\$	7,426
20'-----	\$	8,434
24'-----	\$	8,911

STOCK/COMBO TRAILER

GOOSENECK

16'-----	\$	7,850
20'-----	\$	8,964
24'-----	\$	9,654

DREAM COACH
EMERALD**HORSE TRAILER**

BUMPER PULL

EMERALD 1-----	\$	15,489
EMERALD 2-----	\$	15,798

GOOSENECK

EMERALD 1	2 HORSE-----	\$	16,868
EMERALD 2	2 HORSE-----	\$	17,133
EMERALD 1	3 HORSE-----	\$	18,327
EMERALD 2	3 HORSE-----	\$	18,804

HORSE TRAILER
W/LIVING QUARTERS

EMERALD 1	2 HORSE-----	\$	20,502
EMERALD 2	2 HORSE-----	\$	22,787
EMERALD 1	3 HORSE-----	\$	23,287
EMERALD 2	3 HORSE-----	\$	23,764

DREAM COACH
SILVER/PLATINUM

HORSE TRAILER

BUMPER PULL

SILVER-----	\$	17,597
PLATINUM-----	\$	20,151

GOOSENECK

2 HORSE SILVER-----	\$	19,096
2 HORSE PLATINUM-----	\$	23,076
3 HORSE SILVER-----	\$	24,128
3 HORSE PLATINUM-----	\$	27,902

HORSE TRAILER
w/LIVING QUARTERS

GOOSENECK

2 HORSE SILVER-----	\$	24,400
2 HORSE PLATINUM-----	\$	27,530
3 HORSE SILVER-----	\$	27,742
3 HORSE PLATINUM-----	\$	30,713

ELITE

STOCK TRAILER

BUMPER PULL

16'-----	\$	13,172
18'-----	\$	14,800

GOOSENECK

16'-----	\$	13,090
20'-----	\$	14,259
24'-----	\$	16,098
28'-----	\$	16,985

ELITE**HORSE TRAILER**

BUMPER PULL

2 HORSE-----	\$	20,369
3 HORSE-----	\$	24,400

GOOSENECK

2 HORSE-----	\$	22,173
3 HORSE-----	\$	26,231
4 HORSE-----	\$	31,049
5 HORSE-----	\$	35,487
6 HORSE-----	\$	40,049

EXISS**STOCK TRAILER**

BUMPER PULL

13'-----	\$	13,155
16'-----	\$	14,693

STOCK/COMBO TRAILER

BUMPER PULL

13'-----	\$	14,799
16'-----	\$	16,762

GOOSENECK

16'-----	\$	14,746
18'-----	\$	15,652
20'-----	\$	16,974
24'-----	\$	19,096

EXISS**HORSE TRAILER**

BUMPER PULL

2 HORSE-----	\$	14,158
3 HORSE-----	\$	16,195

GOOSENECK

2 HORSE-----	\$	15,431
3 HORSE-----	\$	16,598
4 HORSE-----	\$	26,556
5 HORSE-----	\$	31,789
6 HORSE-----	\$	33,233

HORSE TRAILER
w/LIVING QUARTERS

GOOSENECK

3 HORSE-----	\$	48,678
4 HORSE-----	\$	61,524
7 HORSE-----	\$	74,686

FEATHERLITE
ALUMINUM**STOCK TRAILER**

BUMPER PULL

10'-----	\$	11,850
12'-----	\$	12,346
14'-----	\$	13,290
16'-----	\$	14,335
18'-----	\$	14,708

GOOSENECK

16'-----	\$	15,341
18'-----	\$	15,750
20'-----	\$	16,175
24'-----	\$	17,706
30'-----	\$	22,261

FEATHERLITE
ALUMINUM

STOCK/COMBO TRAILER

BUMPER PULL

12'-----	\$	11,380
16'-----	\$	12,423
18' 3 HORSE-----	\$	18,170
20' 4 HORSE-----	\$	19,716

GOOSENECK

16'-----	\$	17,670
18'-----	\$	17,689
20'-----	\$	18,785
24'-----	\$	20,379

FEATHERLITE
ALUMINUM

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	21,620
3 HORSE-----	\$	29,189
4 HORSE-----	\$	33,206

GOOSENECK

2 HORSE-----	\$	29,141
3 HORSE-----	\$	30,144
4 HORSE-----	\$	86,770
5 HORSE-----	\$	100,100
6 HORSE-----	\$	109,085
7 HORSE-----	\$	115,047
8 HORSE-----	\$	122,870

HORSE TRAILER
w/LIVING QUARTERS

GOOSENECK

2 HORSE-----	\$	55,408
3 HORSE-----	\$	66,719
4 HORSE-----	\$	66,975

**FEATHERLITE
STEEL**

STOCK TRAILER

BUMPER PULL

12'-----	\$	4,925
16'-----	\$	5,415

GOOSENECK

12'-----	\$	5,994
14'-----	\$	6,482
16'-----	\$	7,620
18'-----	\$	8,407
20'-----	\$	8,537
24'-----	\$	9,325

**FEATHERLITE
STEEL**

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	9,628
3 HORSE-----	\$	10,999
4 HORSE-----	\$	12,290

GOOSENECK

2 HORSE-----	\$	12,500
3 HORSE-----	\$	13,957
4 HORSE-----	\$	15,734
5 HORSE-----	\$	16,739
6 HORSE-----	\$	19,178

HORSE TRAILER w/LIVING QUARTERS

GOOSENECK

3 HORSE-----	\$	36,824
4 HORSE-----	\$	38,539

HART**HORSE TRAILER**

BUMPER PULL

2 HORSE-----	\$	17,717
3 HORSE-----	\$	21,191

GOOSENECK

2 HORSE-----	\$	21,562
3 HORSE-----	\$	25,037
4 HORSE-----	\$	28,026
5 HORSE-----	\$	35,434

HORSE TRAILER
w/LIVING QUARTERS

GOOSENECK

2 HORSE-----	\$	34,387
3 HORSE-----	\$	39,240
4 HORSE-----	\$	45,499

HILLSBORO
ALUMINUM**STOCK TRAILER**

GOOSENECK

16'-----	\$	18,241
18'-----	\$	19,736
20'-----	\$	20,772
22'-----	\$	21,444
24'-----	\$	21,900
26'-----	\$	26,833
28'-----	\$	27,538
30'-----	\$	33,493
32'-----	\$	34,303
34'-----	\$	35,095

HILLSBORO
STEEL

STOCK TRAILER

GOOSENECK

16'-----	\$	8,221
18'-----	\$	8,672
20'-----	\$	8,999
24'-----	\$	10,294
28'-----	\$	12,318

HILLSBORO
ALUMINUM

STOCK/COMBO TRAILER

GOOSENECK

3 HORSE-----	\$	22,766
4 HORSE-----	\$	26,140

STEEL

3 HORSE-----	\$	11,230
4 HORSE-----	\$	12,477

JACKSON

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	12,853
3 HORSE-----	\$	15,022
4 HORSE-----	\$	16,709

GOOSENECK

2 HORSE-----	\$	15,786
3 HORSE-----	\$	19,202
4 HORSE-----	\$	23,283
6 HORSE-----	\$	28,278

KIEFER BUILT
ALUMINUM

STOCK TRAILER

BUMPER PULL

16'-----	\$	11,882
18'-----	\$	13,632
20'-----	\$	13,950

GOOSENECK

16'-----	\$	17,239
18'-----	\$	18,035
20'-----	\$	18,141
22'-----	\$	19,255
24'-----	\$	20,157
26'-----	\$	23,817
28'-----	\$	23,870
30'-----	\$	24,050
32'-----	\$	24,165
34'-----	\$	25,389
36'-----	\$	27,279
38'-----	\$	29,222
40'-----	\$	31,290

KIEFER BUILT
ALUMINUM

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	17,356
3 HORSE-----	\$	18,756

GOOSENECK

2 HORSE-----	\$	23,251
3 HORSE-----	\$	25,835
4 HORSE-----	\$	27,689
5 HORSE-----	\$	31,814
6 HORSE-----	\$	33,895

KIEFER BUILT
ALUMINUM SKIN

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	10,845
3 HORSE-----	\$	11,300
4 HORSE-----	\$	13,105

GOOSENECK

2 HORSE-----	\$	14,600
3 HORSE-----	\$	21,170
4 HORSE-----	\$	23,345

LOGAN COACH

STOCK TRAILER

BUMPER PULL

13'-----	\$	4,905
16'-----	\$	5,730

GOOSENECK

16'-----	\$	8,735
18'-----	\$	9,224
20'-----	\$	9,377
24'-----	\$	10,502

LOGAN COACH

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	11,675
3 HORSE-----	\$	13,845
4 HORSE-----	\$	15,450

GOOSENECK

2 HORSE-----	\$	13,192
3 HORSE-----	\$	18,261
4 HORSE-----	\$	23,727

MERHOW
ALUMINUM

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	15,745
3 HORSE-----	\$	19,695
4 HORSE-----	\$	22,670

GOOSENECK

2 HORSE-----	\$	19,760
3 HORSE-----	\$	23,660
4 HORSE-----	\$	26,560

MERHOW
STEEL

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	12,895
3 HORSE-----	\$	16,073
4 HORSE-----	\$	18,850

GOOSENECK

2 HORSE-----	\$	16,690
3 HORSE-----	\$	19,930
4 HORSE-----	\$	22,448

PONDEROSA
STEEL

STOCK TRAILER

14'-----	\$	3,554
16'-----	\$	3,729
18'-----	\$	3,914

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	4,495
3 HORSE-----	\$	5,295

GOOSENECK

3 HORSE-----	\$	6,995
4 HORSE-----	\$	7,495

SOONER TRAILER**STOCK TRAILER**

GOOSENECK

16'-----	\$	13,890
20'-----	\$	14,170
24'-----	\$	18,501
26'-----	\$	22,840
28'-----	\$	23,862

HORSE TRAILER

BUMPER PULL

2 HORSE-----	\$	15,122
3 HORSE-----	\$	17,600

GOOSENECK

2 HORSE-----	\$	15,900
3 HORSE-----	\$	21,715
4 HORSE-----	\$	25,367
5 HORSE-----	\$	25,759
6 HORSE-----	\$	40,328

SUNDOWNER**STOCK TRAILER**

BUMPER PULL

12'-----	\$	12,932
14'-----	\$	13,743
16'-----	\$	14,274
18'-----	\$	14,762
20'-----	\$	15,505
22'-----	\$	16,003

GOOSENECK

16'-----	\$	15,324
18'-----	\$	15,770
20'-----	\$	16,751
22'-----	\$	17,526
24'-----	\$	18,088
26'-----	\$	18,788
28'-----	\$	22,204
30'-----	\$	23,228

SUNDOWNER**STOCK TRAILER****GOOSENECK CONTINUED**

32'-----	\$	23,711
34'-----	\$	24,416
36'-----	\$	25,132
38'-----	\$	25,864
40'-----	\$	26,580

SUNDOWNER**HORSE TRAILER****BUMPER PULL**

2 HORSE-----	\$	15,442
3 HORSE-----	\$	16,995
4 HORSE-----	\$	20,847

GOOSENECK

2 HORSE-----	\$	19,179
3 HORSE-----	\$	24,795
4 HORSE-----	\$	30,455
5 HORSE-----	\$	35,174
6 HORSE-----	\$	37,894
7 HORSE-----	\$	43,466
8 HORSE-----	\$	47,003
9 HORSE-----	\$	49,250
10 HORSE-----	\$	49,542

HORSE TRAILER w/LIVING QUARTERS

2 HORSE-----	\$	62,969
3 HORSE-----	\$	70,304
4 HORSE-----	\$	76,340

THURO-BILT**STOCK TRAILER****BUMPER PULL**

SPIRIT-----	\$	4,710
13'-----	\$	5,341
17'-----	\$	6,328
19'-----	\$	6,826

HORSE TRAILER

2 HORSE-----	\$	9,426
3 HORSE-----	\$	11,256
4 HORSE-----	\$	12,348

TITAN**STOCK TRAILER****BUMPER PULL**

10'-----	\$	5,810
12'-----	\$	5,953
14'-----	\$	6,159
16'-----	\$	6,318
18'-----	\$	7,278
20'-----	\$	7,518

GOOSENECK

10'-----	\$	8,362
12'-----	\$	8,521
14'-----	\$	8,965
16'-----	\$	9,248
18'-----	\$	9,445
20'-----	\$	9,723
22'-----	\$	10,502
24'-----	\$	11,277
26'-----	\$	11,760
28'-----	\$	12,237
30'-----	\$	12,704
32'-----	\$	13,174

TITAN**HORSE TRAILER****BUMPER PULL**

2 HORSE-----	\$	7,690
3 HORSE-----	\$	9,824
4 HORSE-----	\$	10,997

GOOSENECK

2 HORSE-----	\$	13,709
3 HORSE-----	\$	14,769
4 HORSE-----	\$	18,980
5 HORSE-----	\$	20,555

TRAILS WEST**STOCK TRAILER**

BUMPER PULL

12'-----	\$	6,317
14'-----	\$	6,445
16'-----	\$	7,522
18'-----	\$	7,670

GOOSENECK

12'-----	\$	8,428
14'-----	\$	8,450
16'-----	\$	8,599
18'-----	\$	9,341
20'-----	\$	9,526
22'-----	\$	10,296
24'-----	\$	10,396

TRAILS WEST**HORSE TRAILER**

BUMPER PULL

2 HORSE-----	\$	9,425
3 HORSE-----	\$	13,147
4 HORSE-----	\$	13,956

GOOSENECK

2 HORSE-----	\$	12,504
3 HORSE-----	\$	15,992
4 HORSE-----	\$	17,095
5 HORSE-----	\$	18,297
6 HORSE-----	\$	21,195

W-W TRAILERS**STEEL****STOCK TRAILER****BUMPER PULL**

10'-----	\$	3,883
12'-----	\$	3,904
14'-----	\$	4,040
16'-----	\$	4,291
17'-----	\$	5,578

GOOSENECK

16'-----	\$	5,260
18'-----	\$	5,633
20'-----	\$	6,250
24'-----	\$	7,117
28'-----	\$	8,312

HORSE TRAILER**BUMPER PULL**

1 HORSE-----	\$	3,363
2 HORSE-----	\$	6,418
3 HORSE-----	\$	6,680

GOOSENECK

3 HORSE-----	\$	9,293
4 HORSE-----	\$	10,476
6 HORSE-----	\$	10,714

GENERIC STEEL STOCK TRAILER

BUMPER PULL	<u>STEEL</u>	<u>ALUMINUM</u>
6X14-----	\$ 4,386	\$ 10,971
6X16-----	\$ 4,663	\$ 11,661
6X18-----	\$ 4,880	\$ 12,205
6X20-----	\$ 5,521	\$ 13,134
GOOSENECK		
6X14-----	\$ 5,214	\$ 13,041
6X16-----	\$ 5,485	\$ 13,717
6X18-----	\$ 6,036	\$ 15,097
6X20-----	\$ 6,136	\$ 15,197
6X24-----	\$ 6,323	\$ 15,813

HORSE TRAILER

BUMPER PULL		
TWO HORSE STRAIGHT LOAD-----	\$ 4,323	\$ 10,812
TWO HORSE STRAIGHT LOAD w/TACK COMPARTMENT-----	\$ 4,599	\$ 11,502
TWO HORSE STOCK w/TACK/DRESSING ROOM-----	\$ 5,002	\$ 12,510
TWO HORSE SLANT w/TACK/DRESSING ROOM-----	\$ 5,427	\$ 13,571
THREE HORSE SLANT w/TACK/DRESSING ROOM-----	\$ 5,819	\$ 14,553
GOOSENECK		
THREE HORSE SLANT w/TACK/DRESSING ROOM-----	\$ 6,281	\$ 15,707
FOUR HORSE SLANT w/TACK/DRESSING ROOM-----	\$ 6,726	\$ 16,822

BUMPER PULL STOCK TRAILER



GOOSENECK STOCK TRAILER



BUMPER PULL COMBO TRAILER



GOOSENECK COMBO TRAILER



BUMPER PULL TRAILER w/TACK



GOOSENECK w/TACK/DRESSING ROOM



GOOSENECK w/LIVING QUARTERS



GENERIC

MOPED'S & SCOOTERS

GAS & ELECTRIC POWERED

UP TO 50cc-----	\$	1,000
150cc-----	\$	1,500
200cc-----	\$	2,000
250cc-----	\$	2,500



GENERIC

MINI TRUCKS AND CARS

ALL-----	\$	5,500
----------	----	-------



GENERIC

STREET LEGAL GOLF CARTS
AKA (LSV) Low Speed Vehicles

2 PERSON-----	\$	8,500
4 PERSON-----	\$	9,200



GENERIC

SMART CARS

HATCHBACK-----	\$	16,007
CONVERTIBLES-----	\$	19,930





Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Transportation and Engineering
cc:
Date: Tuesday, September 3, 2024
Re: Acknowledge bids received August 29, 2024 for the Midtown Streetscape Project and reject all bids received; Authorize for re-advertisement of bids.
File Number: 2024-448
Minute Book #

Summary

Acknowledge bids received August 29, 2024 for the Midtown Streetscape Project and reject all bids received; Authorize for re-advertisement of bids.

A total of two bids were received for the project. One bid was deemed irregular. The remaining bid was priced outside of the funding amount.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 3, 2024 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Lisa Luu Jolly, Deputy Clerk of Council
cc: Ronda Kennedy, Clerk of Council
Date: Tuesday, September 3, 2024
Re: Approve the minutes for the August 19, 20 & 23, 2024 meetings of the City Council.
File Number: 2024-422
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 September 3, 2024 City Council meeting for consideration.

Published Agenda



Monday, August 19, 2024	City Council	Council Chambers
4:00 PM	Monday Meeting Agenda	200 Forrest Street

Call to Order

Agenda Review

Citizens' Forum

Departmental Budget Presentations

- | | | |
|-----------|-----------------|--|
| 1. | 2024-405 | Municipal Court Department |
| 2. | 2024-406 | Public Works Department |
| 3. | 2024-407 | Transportation & Engineering Department |

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, August 19, 2024**, in Council Chambers at City Hall; same being from an adjourned meeting held on August 6, 2024.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2 (*via teleconference*); 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.

Agenda Review

Council President George proceeded with the Agenda Review.

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

Citizens' Forum

Council Vice President Ware proceeded with the Citizens' Forum.

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

The following citizens addressed the Council:

- Virginia Smith, 200 Tuscan Ave., Apt. A
- Joshua Duval, 405 S 10th Ave., Apt. B
- Charles Sims, 14 Southgate Road

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

Council Vice President Ware **closed the Citizen Forum.**

Departmental Budget Presentations

Council President George proceeded with the Budget Presentations, which included:

1.

2024-407

Transportation & Engineering Department - Presented by Director, Marybeth Bergin

Attachments: [Transportation & Engineering Budget Presentation, 08-19-2024](#)
2.

2024-405

Municipal Court Department - Presented by Judge, Brian Bledsoe

Attachments: [Municipal Court Budget Presentation, 08-19-2024](#)
3.

2024-406

Public Works Department - Presented by Director, Ronnie Perkins

[Solid Waste & Sanitation - Presented by Deputy Director, Charles Page]

[Shop & Maintenance/ Construction - Presented by Deputy Director, Perry Thomas]

[Streets & Drainage - Presented by Deputy Director, Maurice Sutton]

Attachments: [Public Works Budget Presentation, 08-19-2024](#)

Meeting Recess

Council President George declared the **meeting recessed at 5:05 p.m., this 19th day of August, 2024**, by unanimous consent, until the 20th day of August, 2024.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



**Tuesday, August 20, 2024
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

Agenda Adjustments – Add Policy Item #27 at the request of the Administration as follows:

- 27. 2024-416** Adopt a Resolution approving the MS Department of Public Safety, Office of Highway Safety FY2024 154 Alcohol Grant Agreement in the amount of \$89,119.84 and authorize the Mayor to execute in duplicate.

POLICY AGENDA

- 1. 2024-408** Approve the minutes for the August 5 & 6, 2024 meetings of the City Council.
- 2. 2024-258** Take from the table; Approve a variance request from the minimum required frontage of 150 ft for a pole sign for a B-5 zoned property to instead allow for a 93 ft frontage on a property located at 6054 Hwy 98 Hardy Street, as requested by Joel Ford, applicant (PPIN 30851, Ward 3, Lamar County). The Board of Adjustment recommended approval on July 3, 2024.
- 3. 2024-316** Adopt an Ordinance to amend the comprehensive zoning district map for a property located at 102 South Street from R-1C (Single-family Residential) to B-1 (Professional Business) as requested by Clifford Lockhart, Matthew H. Bailey, Jackie Bailey, and Stella Payton (Ward 4). The Planning Commission recommended approval on August 7, 2024.
- 4. 2024-377** Approve a conditional use request for "mixed-use" designation for the property at 102 South Street (Ward 4), submitted by Clifford Lockhart, Matthew H. Bailey, Jackie Bailey, and Stella Payton. This approval is contingent upon the property's zoning change to B-1 The Planning Commission recommended approval on August 7, 2024.
- 5. 2024-368** Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.
- 6. 2024-403** Adopt the August 20th, 2024 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2024 and adopt Resolution authorizing publication of amendments for fund in excess of 10% of the originally appropriated fund balance.
- 7. 2024-401** Adopt a Resolution declaring a portion of Forrest County Parcel PPIN 38177 necessary for public use, establishing just compensation, and authorizing the Mayor to make a fair market value offer to Duff Amusement Company, Inc. related to the 4th Street Pathway Project and authorize issuance of a manual check.
- 8. 2024-414** Adopt a Resolution approving the revised obligation of the City’s ARPA funds for the West 7th Street Infrastructure Improvements project; Authorizing the execution of a construction contract with Grady Crawford Construction Company, Inc. for the same; and for related purposes.
- 9. 2024-415** Approve Interlocal Agreement between Lamar County, Forrest County and City of Hattiesburg regarding modification and use of Lamar County property as a Crisis Stabilization Unit (CSU) Facility and Approve Resolution authorizing the City of Hattiesburg’s contribution for CSU Facility utilizing funds received from the U.S. Department of Treasury under the American Rescue Plan Act’s State and Local Fiscal Recovery fund, as the provision of government services by the City of Hattiesburg and authorize the Mayor to execute the same.
- 10. 2024-360** Approve proposal from John B. Stewart, Real Estate Appraiser and Consultant, LLC to provide right-of-way appraisal review services for the Edwards Street Pedestrian Improvements project and authorize the Mayor to execute said proposal in duplicate.
- 11. 2024-361** Approve proposal from Jackson, Tullos & Rogers, PLLC to provide right-of-way acquisition services for the Edwards Street Pedestrian Improvements project and authorize the Mayor to execute said proposal in duplicate.
- 12. 2024-362** Approve proposal from Commercial Appraisals, LLC to provide right-of-way appraisal services for the Edwards Street Pedestrian Improvements project and authorize the Mayor to execute said proposal in duplicate.
- 13. 2024-338** Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled 7th and 25th Drainage.
- 14. 2024-339** Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled S 40th Avenue Drainage Improvements.

15.

2024-340

Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled Gordon's Creek Drainage Improvements Phase I.
16.

2024-341

Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled Lincoln Road Stormwater Retention Facility.
17.

2024-342

Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled Unified Neighborhood Infrastructure Improvements.
18.

2024-348

Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled Irene Chapel Drainage Improvements.
19.

2024-404

Approve Agreement with the Mississippi Department of Transportation (MDOT) to provide funding for the HBG Taxiway Improvement Project (Strategic Multi-Modal Investment Fund Project No. SMIFA-0031-0124) and authorize the Mayor to execute in duplicate.
20.

2024-400

Approve Lighting Agreement with Mississippi Power Company for additional street lighting on Court Street for a monthly increase of \$8.65 and authorize the Mayor to execute the same.
21.

2024-375

Approve Change Order No. 1 with Culpepper Construction & Masonry, LLC related to the Timberton Softball Complex, FEMA Disaster #4295 - Project #44 to add pay items totaling \$243,491.22 and increase the contract time by 60 days; Authorize the Mayor to execute in duplicate.
22.

2024-369

Acknowledge bids received August 6th, 2024 for the West 7th infrastructure Rehabilitation between Providence St & N. Main St and accept the bid from Grady Crawford Construction Company Inc. in the amount of \$3,780,525.50; and Authorize the Mayor to execute any and all documents required for the project including, but not limited to, construction contracts.
23.

2024-402

Approve a Commercial Lease Agreement between Edwards Property Management, the City of Hattiesburg and the Lamar County Board of Supervisors for a term beginning September 1, 2024, through August 31, 2025; approve payment of invoice by manual check and authorize the Mayor to execute the same.
24.

2024-375

Approve an Agreement between the City of Hattiesburg and Hattiesburg Exchange Club/ Dixie Youth Inc. to operate and promote Dixie Youth Baseball for Hattiesburg residents; authorize Mayor to execute and issuance of manual check.
25.

2024-372

Approve and authorize issuance of manual check for CDBG Program Claim per the attached memorandum.
26.

2024-374

Authorize the acceptance of award from the Mississippi Office of Homeland Security in the amount of \$5,200.00.

ROUTINE AGENDA

1.

2024-376

Ratify a Service Master Agreement between the City of Hattiesburg and Broaddus and Associates, Inc. providing disaster consulting services to the City of Hattiesburg.
2.

2024-373

Ratify lighting agreement with Mississippi Power for lighting on West Pine Street at a monthly cost of \$22.58.
3.

2024-378

Acknowledge the recording of the final plat for Vintage Spring Subdivision Phase III Block A and B.
4.

2024-412

Acknowledge receipt of the monthly budget report for the month ending July 31, 2024.
5.

2024-413

Acknowledge bid received on July 25, 2024, from Truckworx for one or more chassis mounted 24- yard automated side loading refuse collection truck and reject bid due to the vendor not meeting all specifications; authorize re-advertisement for same.
6.

2024-371

Approve the City's purchase of (3) Three grave spaces located in Section 25, Lot 105, North Half (N 1/2) of the Southeast Quarter (SE 1/4), and Northeast Quarter (NE 1/4) at Highland Cemetery, Minute Book# 2002, Page 5/469-480, in the amount of \$525.00 from Coni A. Ferguson, Authorize manual check for the same.
7.

2024-370

Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.
8.

2024-411

Approve claims docket for the period ending August 16, 2024.

In Memoriam:

- Brigadier General Robert C. Trimble
- Mrs. Nettie Farris

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, August 20, 2024**, in Council Chambers at City Hall; same being from a recessed meeting held on August 19, 2024.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2 (*via teleconference*); 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 Chad Davis of the Church at 4 Points.

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.

Agenda Adjustments

A MOTION was made by Council member Carroll and seconded by Council member Brown to **ADD** **POLICY ITEM #27** at the request of the Administration as follows:

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

Yeas: 5 - George, Delgado (*via teleconference*), Carroll, Ware and Brown

Nays: 0

THE MATTER OF THE AGENDA ORDER came before the Council.

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2024-408** Approve the minutes for the August 5 & 6, 2024 meetings of the City Council.
- Attachments: 08-05-2024 APH, AR, WS, BP Mins.
- 08-06-2024 XS Mins.

A MOTION was made by Council Member Brown and seconded by Council Vice President Ware to **APPROVE** the minutes for the August 5 & 6, 2024 meetings of the City Council.

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

Yeas: 5 - George, Delgado (*via teleconference*), Carroll, Ware and Brown

Nays: 0

2. **2024-258** Take from the table; Approve a variance request from the minimum required frontage of 150 ft for a pole sign for a B-5 zoned property to instead allow for a 93 ft frontage on a property located at 6054 Hwy 98 Hardy Street, as requested by Joel Ford, applicant (PPIN 30851, Ward 3, Lamar County). The Board of Adjustment recommended approval on July 3rd, 2024.
- [TABLED]

Attachments: A1 - Staff Summary - Big Chicken
 A1 - Image Sheet - Big Chicken
 PH Application with variance application
 Warranty Deed
 BIG CHICK POLE SIGN - site plan

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **TAKE** **FROM THE TABLE**; a variance request from the minimum required frontage of 150 ft for a pole sign for a B-5 zoned property to instead allow for a 93 ft frontage on a property located at 6054 Hwy 98 Hardy Street, as requested by Joel Ford, applicant.

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

Yeas: 5 - George, Delgado (*via teleconference*), Carroll, Ware and Brown
Nays: 0

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **TABLE** a variance request from the minimum required frontage of 150 ft for a pole sign for a B-5 zoned property to instead allow for a 93 ft frontage on a property located at 6054 Hwy 98 Hardy Street, as requested by Joel Ford, applicant; until the second City Council meeting (*September 17, 2024*) based upon the developer's request.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown
Nays: 0

3. **2024-316** Adopt an Ordinance to amend the comprehensive zoning district map for a property located at 102 South Street from R-1C (Single-family Residential) to B-1 (Professional Business) as requested by Clifford Lockhart, Matthew H. Bailey, Jackie Bailey, and Stella Payton (Ward 4). The Planning Commission recommended approval on August 7th, 2024.

Attachments: A1 - Staff Summary - 102 South Street
 A1 Image Sheet - 102 South Street
 102 South Street - PH APPLICATION
 HPC August Minutes
 Ordinance - 102 South Street

A MOTION was made by Council Vice President Ware and seconded by Council Member Brown to **ADOPT** an **ORDINANCE (#3357)** to amend the comprehensive zoning district map for a property located at 102 South Street from R-1C to B-1 as requested by Clifford Lockhart, Matthew H. Bailey, Jackie Bailey, and Stella Payton.

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

Yeas: 5 - George, Delgado (*via teleconference*), Carroll, Ware and Brown
Nays: 0

4. **2024-377** Approve a conditional use request for "mixed-use" designation for the property at 102 South Street (Ward 4), submitted by Clifford Lockhart, Matthew H. Bailey, Jackie Bailey, and Stella Payton. This approval is contingent upon the property's zoning change to B-1 The Planning Commission recommended approval on August 7, 2024.

Attachments: 102 South Street - PH APPLICATION
 HPC August Minutes
 A1 - Staff Summary - 102 South Street
 A1 Image Sheet - 102 South Street

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to **APPROVE** a conditional use request for "mixed-use" designation for the property at 102 South Street, submitted by Clifford Lockhart, Matthew H. Bailey, Jackie Bailey, and Stella Payton. This approval is contingent upon the property's zoning change to B-1.

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

Yeas: 5 - George, Delgado (*via teleconference*), Carroll, Ware and Brown

Nays: 0

5. **2024-368** Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.

Attachments: Adjudication Memo - 08/20/2024
 1. 0 Hwy 49 N Adjudication Resolution Pages
 2. 6574 US Hwy 49 N Adjudication Resolution Pages

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to **ADOPT RESOLUTIONS (#2024-108-109)** adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.

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

Yeas: 5 - George, Delgado (*via teleconference*), Carroll, Ware and Brown

Nays: 0

6. **2024-403** Adopt the August 20th, 2024 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2024 and adopt Resolution authorizing publication of amendments for fund in excess of 10% of the originally appropriated fund balance.

Attachments: August 20th 2024 Budget Amendment

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt the August 20th, 2024 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2024 and **ADOPT RESOLUTION (#2024-110)** authorizing publication of amendments for fund in excess of 10% of the originally appropriated fund balance.

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

Yeas: 5 - George, Delgado (*via teleconference*), Carroll, Ware and Brown

Nays: 0

7. **2024-401** Adopt a Resolution declaring a portion of Forrest County Parcel PPIN 38177 necessary for public use, establishing just compensation, and authorizing the Mayor to make a fair market value offer to Duff Amusement Company, Inc. related to the 4th Street Pathway Project and authorize issuance of a manual check.

Attachments: Offer Res 38177

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **ADOPT** a **RESOLUTION (#2024-111)** declaring a portion of Forrest County Parcel PPIN 38177 necessary for public use, establishing just compensation, and authorizing the Mayor to make a fair market value offer to Duff Amusement Company, Inc. related to the 4th Street Pathway Project and **AUTHORIZE** issuance of a manual check.

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

Yeas: 5 - George, Delgado (*via teleconference*), Carroll, Ware and Brown

Nays: 0

8. **2024-414** Adopt a Resolution approving the revised obligation of the City’s ARPA funds for the West 7th Street Infrastructure Improvements project; Authorizing the execution of a construction contract with Grady Crawford Construction Company, Inc. for the same; and for related purposes

Attachments: Resolution Approving W. 7th Street Construction Contract (ARPA).pdf
 ARPA Resolution - Exhibits

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **ADOPT** a **RESOLUTION (#2024-112)** approving the revised obligation of the City’s ARPA funds for the West 7th Street Infrastructure Improvements project; Authorizing the execution of a construction contract with Grady Crawford Construction Company, Inc. for the same; and for related purposes.

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

Yeas: 5 - George, Delgado (*via teleconference*), Carroll, Ware and Brown

Nays: 0

9. **2024-415** Approve Interlocal Agreement between Lamar County, Forrest County and City of Hattiesburg regarding modification and use of Lamar County property as a Crisis Stabilization Unit (CSU) Facility and Approve Resolution authorizing the City of Hattiesburg’s contribution for CSU Facility utilizing funds received from the U.S. Department of Treasury under the American Rescue Plan Act’s State and Local Fiscal Recovery fund, as the provision of government services by the City of Hattiesburg and Authorize the Mayor to execute.

Attachments: Resolution Designating Funds for Crisis Stabilization Unit 8.20.24
 Interlocal Agreement as executed by Forrest County

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **APPROVE** Interlocal Agreement between Lamar County, Forrest County and City of Hattiesburg regarding modification and use of Lamar County property as a Crisis Stabilization Unit (CSU) Facility and **APPROVE RESOLUTION (#2024-113)** authorizing the City of Hattiesburg’s contribution for CSU Facility utilizing funds received from the U.S. Department of Treasury under the American Rescue Plan Act’s State and Local Fiscal Recovery fund, as the provision of government services by the City of Hattiesburg and Authorize the Mayor to execute.

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

Yeas: 5 - George, Delgado (*via teleconference*), Carroll, Ware and Brown

Nays: 0

10. **2024-360** Approve proposal from John B. Stewart, Real Estate Appraiser and Consultant, LLC to provide right-of-way appraisal review services for the Edwards Street Pedestrian Improvements project and authorize the Mayor to execute said proposal in duplicate.

Attachments: Proposal for Review Appraisal Services - Edwards Street Pedestrian Improvements

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to **APPROVE** proposal from John B. Stewart, Real Estate Appraiser and Consultant, LLC to provide right-of-way appraisal review services for the Edwards Street Pedestrian Improvements project and **AUTHORIZE** the Mayor to execute said proposal in duplicate.

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

Yeas: 5 - George, Delgado (*via teleconference*), Carroll, Ware and Brown

Nays: 0

11. **2024-361** Approve proposal from Jackson, Tullos & Rogers, PLLC to provide right-of-way aquisition services for the Edwards Street Pedestrian Improvements project and authorize the Mayor to execute said proposal in duplicate.

Attachments: Tullos - Engagement Letter

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to **APPROVE** proposal from Jackson, Tullos & Rogers, PLLC to provide right-of-way acquisition services for the Edwards Street Pedestrian Improvements project and **AUTHORIZE** the Mayor to execute said proposal in duplicate.

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

Yeas: 5 - George, Delgado (*via teleconference*), Carroll, Ware and Brown

Nays: 0

12. **2024-362** Approve proposal from Commercial Appraisals, LLC to provide right-of-way appraisal services for the Edwards Street Pedestrian Improvements project and authorize the Mayor to execute said proposal in duplicate.

Attachments: Commercial Appraisals Real Estate Services Fee Schedule - Edwards Street.1

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to **APPROVE** proposal from Commercial Appraisals, LLC to provide right-of-way appraisal services for the Edwards Street Pedestrian Improvements project and **AUTHORIZE** the Mayor to execute said proposal in duplicate.

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

Yeas: 5 - George, Delgado (*via teleconference*), Carroll, Ware and Brown

Nays: 0

13. **2024-338** Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled 7th and 25th Drainage.

Attachments: 12240_MCWI City MOU
 Attach A - ARPA Subaward 438-1-SW-5.6 PExecuted

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to **APPROVE** a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled 7th and 25th Drainage.

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

Yeas: 5 - George, Delgado (*via teleconference*), Carroll, Ware and Brown

Nays: 0

- 14. 2024-339** Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled S 40th Avenue Drainage Improvements.

Attachments: 12224 MCWI City MOU
 Attach A - ARPA Subaward 565-2-SW-5.6 PExecuted

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to

APPROVE a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled S 40th Avenue Drainage Improvements.

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

Yeas: 5 - George, Delgado (*via teleconference*), Carroll, Ware and Brown

Nays: 0

- 15. 2024-340** Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled Gordon's Creek Drainage Improvements Phase I.

Attachments: 12220-009 MCWI City MOU
 Attach A - ARPA Subaward 567-2-SW-5.6 PExecuted

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to

APPROVE a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled Gordon's Creek Drainage Improvements Phase I.

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

Yeas: 5 - George, Delgado (*via teleconference*), Carroll, Ware and Brown

Nays: 0

- 16. 2024-341** Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled Lincoln Road Stormwater Retention Facility.

Attachments: 12237 MCWI City MOU
 Attach A - ARPA Subaward 589-2-SW-5.6 PExecuted

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to

APPROVE a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled Lincoln Road Stormwater Retention Facility.

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

Yeas: 5 - George, Delgado (*via teleconference*), Carroll, Ware and Brown

Nays: 0

- 17. 2024-342** Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled Unified Neighborhood Infrastructure Improvements.

Attachments: 12220-008 MCWI City MOU
 Attach A - ARPA Subaward 568-2-SW-5.6 PExecuted

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to **APPROVE** a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled Unified Neighborhood Infrastructure Improvements.

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

Yeas: 5 - George, Delgado (*via teleconference*), Carroll, Ware and Brown

Nays: 0

- 18. 2024-348** Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled Irene Chapel Drainage Improvements.

Attachments: 12239 MCWI City MOU
 Attach A - ARPA Subaward 569-2-SW-5.6 PExecuted

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **APPROVE** a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled Irene Chapel Drainage Improvements.

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

Yeas: 5 - George, Delgado (*via teleconference*), Carroll, Ware and Brown

Nays: 0

- 19. 2024-404** Approve Agreement with the Mississippi Department of Transportation (MDOT) to provide funding for the HBG Taxiway Improvement Project (Strategic Multi-Modal Investment Fund Project No. SMIFA-0031-0124) and authorize the Mayor to execute in duplicate.

Attachments: Hattiesburg-Chain - SMIF Agreement; SMIFA-0031-0124

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to **APPROVE** Agreement with the Mississippi Department of Transportation (MDOT) to provide funding for the HBG Taxiway Improvement Project (Strategic Multi-Modal Investment Fund Project No. SMIFA-0031-0124) 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 (*via teleconference*), Carroll, Ware and Brown

Nays: 0

- 20. 2024-400** Approve Lighting Agreement with Mississippi Power Company for additional street lighting on Court Street for a monthly increase of \$8.65 and authorize the Mayor to execute the same.

Attachments: Authorization Letter 406 Court St

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to

APPROVE Lighting Agreement with Mississippi Power Company for additional street lighting on Court Street for a monthly increase of \$8.65 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 (*via teleconference*), Carroll, Ware and Brown

Nays: 0

- 21. 2024-375** Approve Change Order No. 1 with Culpepper Construction & Masonry, LLC related to the Timberton Softball Complex, FEMA Disaster #4295 - Project #44 to add pay items totaling \$243,491.22 and increase the contract time by 60 days; and authorize the Mayor to execute in duplicate.

Attachments: Change Order No 1 (TIMBERTON SOFTBALL)

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

Change Order No. 1 with Culpepper Construction & Masonry, LLC related to the Timberton Softball Complex, FEMA Disaster #4295 - Project #44 to add pay items totaling \$243,491.22 and increase the contract time by 60 days; and **AUTHORIZE** the Mayor to execute in duplicate.

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

Yeas: 5 - George, Delgado (*via teleconference*), Carroll, Ware and Brown

Nays: 0

- 22. 2024-369** Acknowledge bids received August 6th, 2024 for the West 7th infrastructure Rehabilitation between Providence St & N. Main St and accept the bid from Grady Crawford Construction Company Inc. in the amount of \$3,780,525.50; and Authorize the Mayor to execute any and all documents required for the project including, but not limited to, construction contracts.

Attachments: 7th St Infrastructure Rehab Bid
7th St Infrastructure Rehab Proposal
12220-007_Bid Tab_signed
12220-007_Recommend Award_(Grady Crawford)

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to

ACKNOWLEDGE bids received August 6th, 2024 for the West 7th infrastructure Rehabilitation between Providence St & N. Main St and **ACCEPT** the bid from Grady Crawford Construction Company Inc. in the amount of \$3,780,525.50; and **AUTHORIZE** the Mayor to execute any and all documents required for the project including, but not limited to, construction contracts.

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

Yeas: 5 - George, Delgado (*via teleconference*), Carroll, Ware and Brown

Nays: 0

23. **2024-402** Approve a Commercial Lease Agreement between Edwards Property Management, the City of Hattiesburg and the Lamar County Board of Supervisors for a term beginning September 1, 2024, through August 31, 2025; approve payment of invoice by manual check and authorize the Mayor to execute the same.
- Attachments: DMV Lease Renewal

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to **APPROVE** a Commercial Lease Agreement between Edwards Property Management, the City of Hattiesburg and the Lamar County Board of Supervisors for a term beginning September 1, 2024, through August 31, 2025; approve payment of invoice by manual check 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 (*via teleconference*), Carroll, Ware and Brown

Nays: 0

24. **2024-375** Approve an Agreement between the City of Hattiesburg and Hattiesburg Exchange Club/ Dixie Youth Inc. to operate and promote Dixie Youth Baseball for Hattiesburg residents; authorize the Mayor to execute and issuance of manual check.
- [TABLED]*
- Attachments: DYB Exchange Club - Agreement24

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to **TABLE** an Agreement between the City of Hattiesburg and Hattiesburg Exchange Club/ Dixie Youth Inc. until the next City Council meeting (*September 3, 2024*) for questions regarding the contract terms.

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

Yeas: 5 - George, Delgado (*via teleconference*), Carroll, Ware and Brown

Nays: 0

25. **2024-372** Approve and authorize issuance of manual check for CDBG Program Claim per the attached memorandum.
- Attachments: Allen Engineering - Wifl Environmental _partial 7.30.24

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to **APPROVE** and **AUTHORIZE** issuance of manual check for CDBG Program Claim per the attached memorandum.

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

Yeas: 5 - George, Delgado (*via teleconference*), Carroll, Ware and Brown

Nays: 0

26. **2024-374** Authorize the acceptance of award from the Mississippi Office of Homeland Security in the amount of \$5,200.00.
- Attachments: FY24 Memo for Notification of Award and Orientation-HSGP
 MS Homeland Security Grant Award packet

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to **AUTHORIZE** the acceptance of award from the Mississippi Office of Homeland Security in the amount of \$5,200.00.

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

Yeas: 5 - George, Delgado (*via teleconference*), Carroll, Ware and Brown

Nays: 0

27. **2024-416** Adopt a Resolution approving the MS Department of Public Safety, Office of Highway Safety FY2025 154 Alcohol Grant Agreement in the amount of \$89,119.84 and authorize the Mayor to execute in duplicate.
- Attachments: 154AL FY25 Grant Agreement - Hattiesburg PD

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to **ADOPT** a Resolution approving the MS Department of Public Safety, Office of Highway Safety FY2025 154 Alcohol Grant Agreement in the amount of \$89,119.84 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 (*via teleconference*), Carroll, Ware and Brown

Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

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

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

Yeas: 5 - George, Delgado (*via teleconference*), Carroll, Ware and Brown

Nays: 0

1. **2024-376** Ratify a Service Master Agreement between the City of Hattiesburg and Broaddus and Associates, Inc. providing disaster consulting services to the City of Hattiesburg.
- Attachments: Broaddus Service Master Agreement.
2. **2024-373** Ratify lighting agreement with Mississippi Power for lighting on West Pine Street at a monthly cost of \$22.58.
- Attachments: MPCo_Lighting Request_W Pine St 2024.08.08 Executed
3. **2024-378** Acknowledge the recording of the final plat for Vintage Spring Subdivision Phase III Block A and B.
- Attachments: VINTAGE SPRINGS PHASE III - RECORDED SUBDIVISION PLAT 8-6-2024
4. **2024-412** Acknowledge receipt of the monthly budget report for the month ending July 31, 2024.
- Attachments: REV 0724
 EXP 0724
5. **2024-413** Acknowledge bid received on July 25, 2024, from Truckworx for one or more chassis mounted 24- yard automated side loading refuse collection truck and reject bid due to the vendor not meeting all specifications; authorize re-advertisement for same.
- Attachments: Bid Tabulation-City of Hattiesburg-Chassis Mounted 24 Yard Automated Side Loading Refuse Collection Garbage Truck
 Truckworx Reponse-Side Loading Garbage Truck-City of Hattiesburg
 NOTICE TO BIDDERS- Hattiesburg Refuse Truck (002)
 August-2024 Bid Documents- City of Hattiesburg- Refuse Collection Truck
6. **2024-371** Approve the City's purchase of (3) Three grave spaces located in Section 25, Lot 105, North Half (N 1/2) of the Southeast Quarter (SE 1/4), and Northeast Quarter (NE 1/4) at Highland Cemetery, Minute Book# 2002, Page 5/469-480, in the amount of \$525.00 from Coni A. Ferguson, Authorize manual check for the same.
- Attachments: Buy Back (Coni A Ferguson) (08-20-2024)

7. **2024-370** Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.

Attachments: Memo's (08-20-2024)
 Receipts (08-20-2024)
 Deeds (08-20-2024)

8. **2024-411** Approve claims docket for the period ending August 16, 2024.

Attachments: DOCKET 24.08.16
 DT 24.08.16
Ratification of invoices-JW Chain Contractors

In Memoriam:

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

- *Brigadier General Robert C. Trimble*
- *Mrs. Nettie Farris*

Meeting Adjourn

Council President George declared the **meeting adjourned at 5:23 p.m., this 20th day of August, 2024**, by unanimous consent, until the 3rd day of September, 2024.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



Friday, August 23, 2024 4:00 PM	City Council Special Called Meeting Agenda	Council Chambers 200 Forrest Street
--	---	--

Declaration of Special Called Meeting

Call to Order

Policy Items

- | | | |
|-----------|-----------------|--|
| 1. | 2024-427 | Approve Takeover Agreement between City of Hattiesburg and Fidelity and Deposit Company of Maryland in connection with Performance Bond No. 9398985 for the Midtown Green Project to complete the project after the failure to perform by Colony Construction. |
| 2. | 2024-428 | Approve Takeover Agreement between City of Hattiesburg and Fidelity and Deposit Company of Maryland in connection with Performance Bond No. 9430406 for the 16th Avenue and Concart Street Improvements Project to complete the project after the failure to perform by Colony Construction. |

Meeting Recess

Declaration of Special Called Meeting

Call to Order

BE IT REMEMBERED that the **Special Called meeting of the Hattiesburg City Council was held at 4:00 p.m. Friday, August 23, 2024**, in Council Chambers at City Hall; same being from an adjourned meeting held on August 20, 2024.

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

Council President George Called the meeting to order and declared the Special Called Meeting.

The Agenda Items came before the Council.

Policy Items

- | | | |
|-----------|-----------------|--|
| 1. | 2024-427 | Approve Takeover Agreement between City of Hattiesburg and Fidelity and Deposit Company of Maryland in connection with Performance Bond No. 9398985 for the Midtown Green Project to complete the project after the failure to perform by Colony Construction. |
| | | <u>Attachments:</u> <u>Midtown Green Takeover (Executed)</u>
<u>Exhibit A to Midtown Takeover Agreement</u> |

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Takeover Agreement between City of Hattiesburg and Fidelity and Deposit Company of Maryland in connection with Performance Bond No. 9398985 for the Midtown Green Project to complete the project after the failure to perform by Colony Construction.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware (via teleconference) and Brown

Nays: 0

2. **2024-428** Approve Takeover Agreement between City of Hattiesburg and Fidelity and Deposit Company of Maryland in connection with Performance Bond No. 9430406 for the 16th Avenue and Concart Street Improvements Project to complete the project after the failure to perform by Colony Construction.

Attachments: 16th and Concart Takeover 2024-08-22 (executed)
 Exhibit A to Concart Takeover Agreement

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Takeover Agreement between City of Hattiesburg and Fidelity and Deposit Company of Maryland in connection with Performance Bond No. 9430406 for the 16th Avenue and Concart Street Improvements Project to complete the project after the failure to perform by Colony Construction.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware (via teleconference) and Brown

Nays: 0

Meeting Adjourn

Council President George declared the **meeting adjourned at 4:07 p.m., this 23rd day of August, 2024**, by unanimous consent, until the 3rd day of September, 2024.

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:

cc:

Date: Tuesday, September 3, 2024

Re: Approve the Planning Commission recommendation to deny the petition by Douglas Miller, petitioner, 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 Congregate Care and/or Church instead of a Group facility. This recommendation is being appealed.
File Number: 2024-437
Minute Book #

Summary

Recommendation Statement

Please place this on the September 3, 2024 City Council meeting for consideration.

July 2024 HPC Item: A
Kenneth Thronson, Property Owner/Petitioner, and Douglas Miller, Representative
Request for: **Appeal Request for 408 Broadway Dr**



**URBAN
DEVELOPMENT
PLANNING DIVISION**

**Planning Commission
Case Fact Sheet**

Names of Petitioner: Douglas Miller, Representative

Address of Property:	Tax Parcels/Ward:	PPIN:	Ward:
408 Broadway Dr	2-038D-16-026.00	21766	2

Request: Appeal Request for 408 Broadway Dr

Purpose of Request: **Appeal of Decision by Site and Design Review Committee -** 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 Congregate Care and/or Church instead of a Group facility. The property in question is located at 408 Broadway Drive, PPIN 21766 (Forrest, County, Ward 2).

History / Background: The petitioner met with staff in Pre-Application to discuss a proposed use for 408 Broadway Drive. A previous request was submitted to the Planning Division where the applicant self-identified their use as a rehabilitation center. At this initial meeting on June 15th, 2023, the applicant went into further detail on the description of the proposed services that would be provided, where staff identified the use to be a "Group Care Facility." Staff then advised the applicant on the process to pursue the proposed use at that location, which included a rezoning request to B-3, where the current zoning of B-5 does not permit a "Group Care Facility". The rezone request was partnered with a conditional use request as well, as required by the B-3 zoning. The applicant applied for both a rezoning and conditional use request. The planning commission recommended the denial of the rezoning application.

City Council upheld the decision by the Planning Commission to deny the rezoning request to B-3 for the property, so the applicant met with staff in an additional pre-application meeting on August 31st, 2023, to further discuss the use classification for their proposed business/services. The applicant described services offered and again self-identified as a "Rehabilitation Facility". Staff categorized the facility as a "Group Facility", where the applicant appealed the decision of the Director of Urban Development for his use designation

July 2024 HPC Item: A
Kenneth Thronson, Property Owner/Petitioner, and Douglas Miller, Representative
Request for: **Appeal Request for 408 Broadway Dr**

for the property. The appeal was sent to the Planning Commission, who recommended upholding the decision of the Director of Urban Development to categorize the proposed business as a “Group Facility”. The applicant then appealed that decision to City Council, where a public hearing was held on January 2nd, 2024 in front of City Council. City Council then upheld the decision of the Director of Urban Development as a “Group Care Facility”.

The applicant requested an additional pre-application meeting, where staff met with them on May 16th, 2024. The description provided by the applicant on their application sought to be classified as “Congregate Care” and for a “church permit.” Churches fall under the “places of assembly” use designation. However, during the pre-application meeting, staff asked if there were any changes from the original application submitted to the City, where the applicant indicated there were not, and it was the same proposed use as originally submitted. Given that disclosure, the Director of Urban Development then reaffirmed their primary use designation as a “Group Care Facility”, which is not permitted use in a B-3 zone.

The applicant has appealed that decision and requests to be classified as a church. The use provided on the application and discussed during each pre-application meeting is principally a Group Facility (Group Care Facility) and is not permitted in the zoning district. In general, a “church” would be permitted in this district if it met all other regulatory requirements in the LDC and the International Building/Fire Codes adopted. The use of a “church” or “place of assembly” would be an accessory use to the primary use as described by the applicant, and would need to meet all regulations of a “Group Care Facility”, including the required zoning districts, to open and operate.

Applicable Regulations:

SECTION 4

Zoning Districts Established

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

SECTION 5

Use Regulations

July 2024 HPC Item: A
Kenneth Thronson, Property Owner/Petitioner, and Douglas Miller, Representative
Request for: **Appeal Request for 408 Broadway Dr**

Table 5.1 Table of Uses																
Use		Additional Use Conditions Cross Reference														
		Agricultural			Residential				Business				Industrial			
		A - 1	A - 2	R - 1A	R - 1B	R - 1C	R - 2	R - 3	B - 1	B - 2	B - 3	B - 4	B - 5	I - 1	I - 2	
■	Permitted															
□	Permitted with conditions															
◆	Conditional Use															
×	Not Permitted															
Group facility		◆	◆	×	×	×	×	◆	◆	◆	×	×	×	×	5.4.24	
Rehabilitation center, nursing care, assisted living, congregate care, palliative care, and hospice care		×	×	×	×	×	×	◆	□	□	□	□	×	×	5.4.35	

5.4.25 Group Care Home; Group Care Center

5.4.25.1 A group home shall be located in a structure originally constructed as and designed for a single-family dwelling which shall be the principal structure on the lot. The structure shall not be altered nor the site used in any manner which diminishes its value as a single-family dwelling or which changes its exterior residential character.

5.4.25.2 Group care centers serving individuals who are deemed to be a danger to themselves or others must be identified by the applicant during Site Plan Review Care centers may not serve more than 20 residents; however, in order to protect the health and safety of the community, the Planning Commission has the right to further restrict the location of facilities and the number of residents, and to require increased buffering, screening, and fencing.

5.4.35 Rehabilitation Centers, Nursing Care, Assisted Living, Congregate Care, Palliative Care, and Hospice Care

5.4.35.1 Driveway access to accessory structures shall be through the main entrance to the facility.

5.4.35.2 No single building shall be greater than 40,000 square feet if located within 500 feet, as measured in any direction from the closest point, to a lot line of an adjacent residentially zoned lot.

SECTION 13

Definitions

Assembly: Structures and land designed for 50 or more people to congregate for civic, social, religious, or recreational functions. This definition includes but is not limited to theaters, arenas, coliseums, and worship centers.

Group Care Facility: A facility or dwelling unit housing persons unrelated by blood or marriage and operating as a group household. A group care facility may include half-way houses,

July 2024 HPC Item: A
Kenneth Thronson, Property Owner/Petitioner, and Douglas Miller, Representative
Request for: **Appeal Request for 408 Broadway Dr**

recovery homes, and homes for orphans, foster children, the elderly, battered children and women. It would include a specific treatment providing less than primary health care by staff appropriately certified or licensed to provide such treatment.

Present Zoning: The parcel is currently zoned B-5

Present Use: Vacant property

Future Land Use: Community Business Corridor

Surrounding Zoning and Land Use:
North: B-5 Regional Business District / B-3 Community Business
South: B-5 Regional Business District
East: B-5 Regional Business District
West: B-5 Regional Business District

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case as of June 24th, 2024.

Option: Recommend upholding or overturning the decision of the Director of Urban Development of the proposed use as a "Group Care Facility."

SUBJECT PARCEL

408 Broadway Drive — Appeal Request

Kenneth Thronson, Owner, Douglas Miller, Representative

The 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 in the Land Development Code. The request is specifically for the definition of a Congregate Care and/or Church instead of a “Group Care Facility.” (PPIN 21766, Ward 2, Forrest County).





Zoning Map



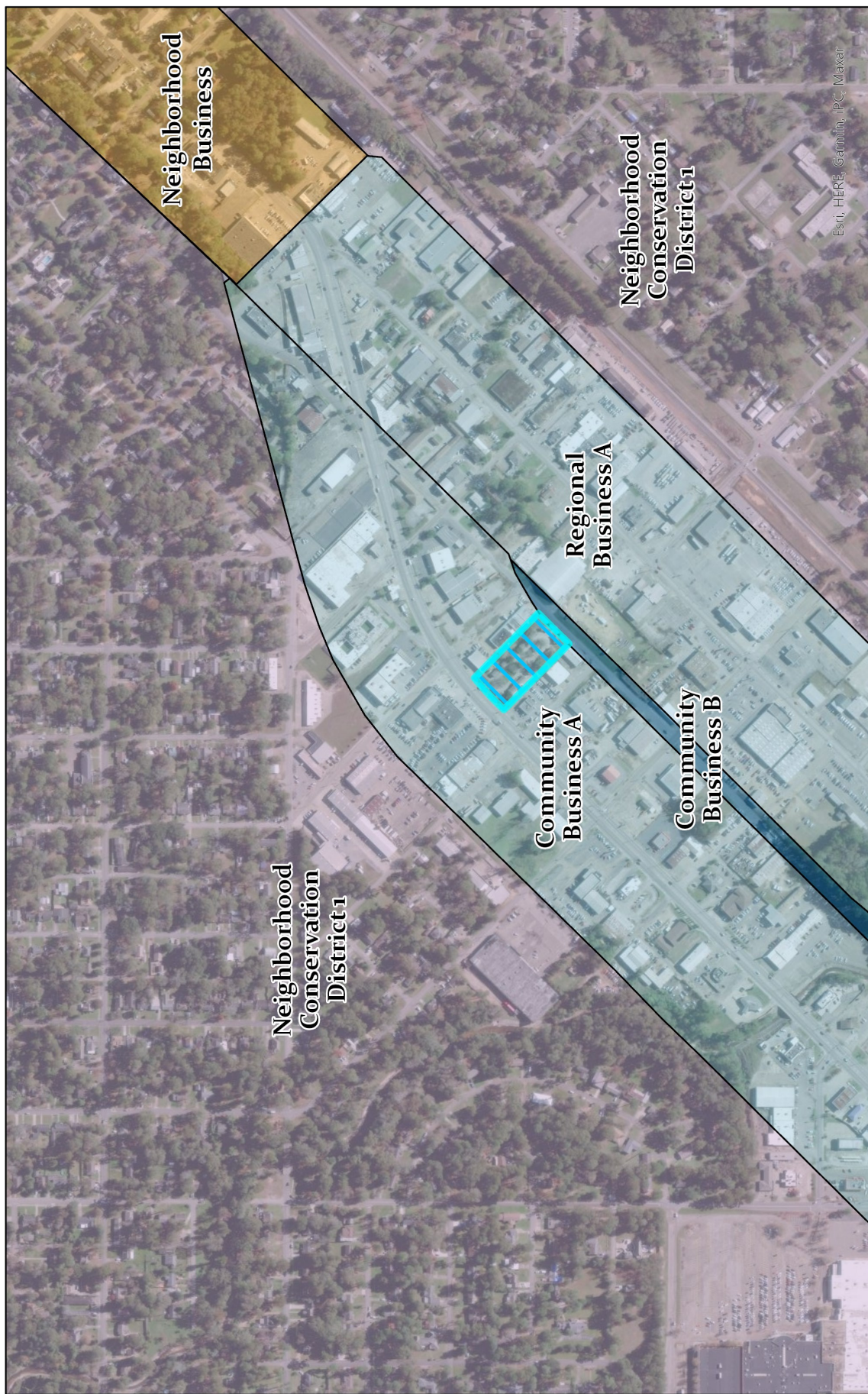
Appeal of Use Determination
408 Broadway Drive
PPIN: 21766
Flood Zone: X
Ward 4, Forrest County



**URBAN
DEVELOPMENT**
PLANNING DIVISION

Center: 89°18'26"W 31°18'54"N

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data. This information CANNOT be used as a substitute for legal, business, tax or other professional advice. Map Exported on: 6/21/2024 12:11 PM



Esri, HERE, Garmin, ICG, Maxar

Future Land Use Map

- Community Business A
- Community Business B
- Neighborhood Business

- Neighborhood Conservation District 1
- Regional Business A

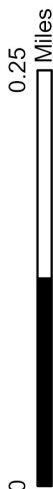
Appeal of Use Determination

408 Broadway Drive

PPIN: 21766

Flood Zone: X

Ward 4, Forrest County

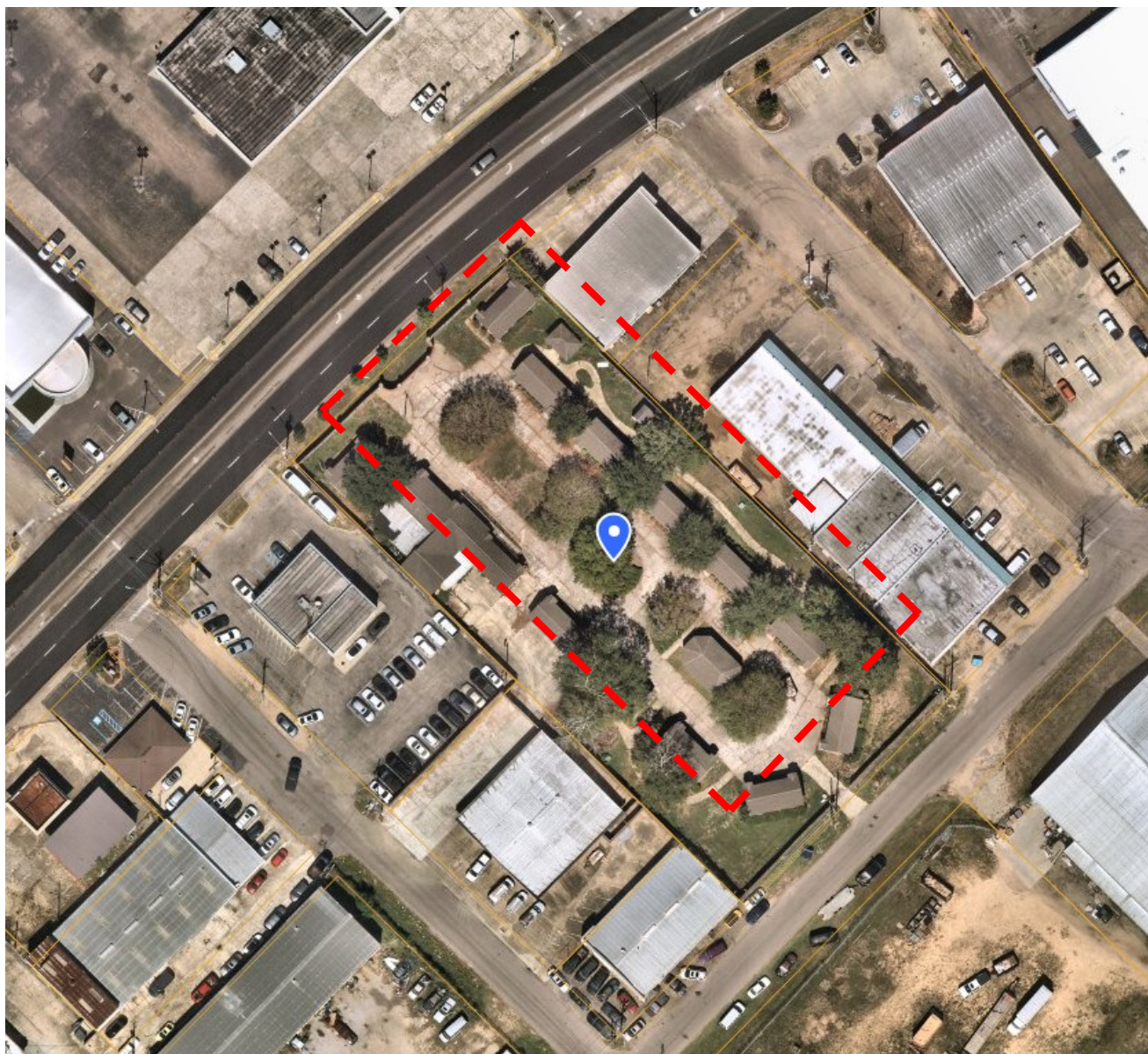


**URBAN
DEVELOPMENT**
PLANNING DIVISION

Center: 89°18'27"W 31°18'56"N

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data. This information CANNOT be used as a substitute for legal, business, tax or other professional advice. Map Exported on: 6/21/2024 12:14 PM

Site Aerial



Surrounding Area



Surrounding Area



Pre-Application Meeting Process
City of Hattiesburg Planning Department

200 Forrest Street

Hattiesburg, MS 39401

Phone: 601-545-4599

Fax: 601-545-1962/Email: [planning @hattiesburgms.com](mailto:planning@hattiesburgms.com)

PURPOSE

Prior to applying for a Site Plan Review, a Pre-Application meeting is required. During this meeting the applicant will describe and present their project, views and ideas being considered. Thereafter, the planning staff will advise further action for a Site Plan Review process submittal.

The Pre-Application Committee assesses the proposed project and helps identify any issues and helps the applicant in putting together a complete application thus streamlining the application process and avoiding delays.

SCHEDULE A MEETING

Step 1: Fill out Pre-Application form. Provide a project narrative briefly describing the proposed uses.

Step 2: Bring a detailed concept plan drawn to scale. Plans are to be a minimum of 11" x 17". The drawing must include the following:

- ☐ Show entire parcel boundary with property dimensions (County parcel map)
- ☐ All adjacent streets with names
- ☐ Dimensioned Existing and Proposed Structures: Footprint, setback distances from property line to structure(s) and square footage
- ☐ Dimensioned Existing and Proposed Parking areas and curb cuts.
- ☐ Existing and Proposed utilities/easements required

Step 3: The Pre-Application form and concept plan should be submitted by Thursday, 12 noon to be on the following week's meeting list. A member of the planning staff will contact applicants to confirm the pre-application meeting date and time.

WHAT TO EXPECT FROM THE PRE-APPLICATION MEETING

The applicant will review and discuss their conceptual site plan project with the planning staff. The staff will review and provide comments regarding compliance with the necessary codes and regulations. This preview is intended to save the developer/property owner time and money before submitting the final drawings for approval by the Site Plan Review Committee. Site Plan approval is required to apply for a building permit.

Pre-Application Form
City of Hattiesburg Planning Department

200 Forrest Street
Hattiesburg, MS 39401
Phone: 601-545-4599
Fax: 601-545-1962

Return the completed form and site plan to the Planning Department by Thursday 12 noon. A member of the planning staff will contact applicants to confirm the pre-application meeting date and time. For further information, please contact: Planning Division Office Manager, 601-545-4599 or email: planning@hattiesburgms.com

Today's Date: May 1, 2023
Project Name: Lighthouse Rescue Mission Inc
Proposed Use: Rescue Mission
Project Street Address: 408 Broadway Drive

PPIN Number: 21766 Parcel Number: 2-038D-16-026.00
Flood Zone: _____ Historic District: _____
Zoning District(s): B-5 Regional Business Commercial
Proposed Cost of the Project: _____

Project Representative Information

Project Representative and Title: Ken Thronson

Company Name: Lighthouse Rescue Mission Inc.
Phone: 601-582-5900 Fax: _____
Email: TheLighthousems@gmail.com
Mailing Address: 204 Eupora Street, Hattiesburg, MS 39401

Property Owner Name: The Lighthouse Rescue Mission Inc
Phone: 601-582-5900 Fax: _____
Email: TheLighthousems@gmail.com
Mailing Address: 204 Eupora Street, Hattiesburg, MS 39401

Provide project narrative fully explaining the proposed project:

The Lighthouse Rescue Mission is organized exclusively for charitable, religious, literary, educational and scientific purposes as set forth in Section 501(c)(3) the Internal Revenue Code of 1986, as amended. All of the Corporation's activities will be conducted by and through its Board of Directors.

The Lighthouse Rescue Mission will provide a Chapel open to the beneficiaries of its activities, specifically targeting those persons who may not feel comfortable in a traditional Church setting.

The Lighthouse Rescue Mission intends to provide a Biblically based Alcohol and Drug Treatment in a Congregate Care setting.

The property has been historically utilized as Congregate Care (Residential housing where people who are not related reside in close proximity and share at least one common room the Kitchen.)

The property has 12 individual cottages with two bedrooms and a shared Bathroom in each cottage. The property has a central Kitchen and will have a Cottage remodeled for Bible Study and a Church House.

We do not plan to construct new building on the property instead we intend to renovate and repair the existing infrastructure to reverse the damage it has sustained and ensure the facility meets our standards for safety and comfort.

The Property is zoned as B-5. Congregate Care is allowed in the B-5 therefore Rezoning would not be necessary.

Also we would request a Church Permit for the Lighthouse Rescue Mission.

A Church is also allowed in B-5 zone, therefore rezoning would not be required.



URBAN DEVELOPMENT PLANNING DIVISION

PRE-APPLICATION MEETING SUMMARY

Thursday, May 16th, 2024

STAFF PRESENT:

Nathan Satcher, Cory Long, Jerald Little, Blake Michaels, Slade Suber,
Joined on Thursday May 23, 2024: Wiley Quinn, Kevin Bates, Shawn Whitaker,

APPLICANT(S):

Name: Ken Thronson, Douglas Miller
Business: Lighthouse Rescue Mission

PROJECT ADDRESS/LOCATION:

Address: 408 Broadway Dr.
Zoning: B-5

CASE TYPE:

Congregate Care facility with chapel and kitchen

SPECIAL DISTRICT:

☐ Flood Zone ☐ Historic District
☐ Form-Based District

PROJECT SUMMARY:

- Applicant summary
 - 12 cottages, 2 man rooms with restroom in each cottage. 2-4 people sharing a bathroom
 - Central Kitchen facility for the complex
 - Male facility
 - Bible study with Chapel area
 - 7 designations under the 501c3
 - Grandfathered status expected
 - Veteran services to be provided
 - Discussed the non-congregate facility the city has an open grant to consider
 - May want to discuss this further with the city when 408 Broadway is complete
 - Minor remodeling may be needed. Updates to plumbing and electrical proposed
 - Target group is not homelessness, but veterans and those struggling from addiction. This group will be those that ask for help and those that may accept help as reference from the VA.
 - Group home, group facility, rehabilitation, palliative, and congregate care are all synonymous
 - 1941-1986 building was a motor-court.
- Use Category
 - No changes from the original application from 2023.
 - Chapel is an accessory use and will be permitted if the primary use can be permitted
- Building Requirements
 - Handicapped room required.
- Fire Requirements
 - Each unit will have to be sprinkled with notification systems tied to it at projected occupancy.
 - Changes may reduce this to a fire alarm in each building.

Pre-application meeting notes are provided as a courtesy by staff during pre-application meetings. These notes are not exhaustive. All Land Development Codes and City Ordinances apply, even if not listed during a pre-application meeting.



URBAN DEVELOPMENT PLANNING DIVISION

NEXT STEPS:

- Urban Development Director & Fire Marshall are unavailable and these notes will be completed upon his return. Wednesday 5/22/24 is the target date for the notes to be sent to the applicant. Notes finished Thursday 5/23/24
- Link to the Broadway study: <https://www.hattiesburgms.com/broadway/>
- The site plan review committee and the Urban Development Director finds the use to be a Group Facility as defined by the LDC in reference to information from the NAICS. Options include:
 - Appeal the decision of the use category of the Urban Development Director
 - Request a zoning change after 1 year from the last request
 - Request a zoning text amendment
 - Adjust the method of operation of the project to meet medical facility standards.

APPLICATIONS REQUIRED:

- | | |
|---|--|
| ☐ Site Plan Review Checklist and Application | ☐ Conditional Use Application |
| ☐ Public Hearing Application | ☐ Street/Alley Closing |
| ☐ Variance Application | ☐ Major Subdivision |
| ☐ Rezone Application | ☐ Minor Subdivision |
| ☐ Certificate of Appropriateness (Historic) | ☐ Building Permit Application |

Pre-application meeting notes are provided as a courtesy by staff during pre-application meetings. These notes are not exhaustive. All Land Development Codes and City Ordinances apply, even if not listed during a pre-application meeting.

RECEIVED
MAY 24 2024
BY 

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

May 24, 2024

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

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

Dear Cory Long;

In denying the Lighthouse Rescue Mission request to use the above-described property as a Congregate Care you responded as follows:

"The site plan review committee and the Urban Development Director finds the use to be a Group Facility as defined by the LDC in reference to information from the NAICS."

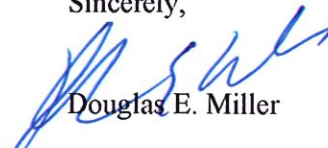
Could you provide the definition of Group Facility as defined by the LDC and the NAICS code used to deny Lighthouse Rescue Mission's request. Are you referring to the Group Care Facility (Page 159) definition in the LDC or is there a different definition for Group Facility you are referring to?

Just to be clear you denied the request for the property to be used as a church?

How do we appeal this decision and how long do we have to appeal.

Thank you for your assistance in this matter.

Sincerely,


Douglas E. Miller



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

Department of Urban Development

DATE: May 28, 2024

REQUESTED BY: Douglas Miller

REFERENCE: Lighthouse Rescue Mission Correspondence Dated May 24, 2024
Lighthouse Rescue Mission, Inc.
408 Broadway Dr
Hattiesburg, MS

Dear Mr. Douglas Miller,

The above-referenced letter provided three essential questions concerning the status of the use designation provided by the Director of Urban Development and the Site Plan Review (copy attached):

1. Could you provide the definition of Group Facility as defined by the LDC and the NAICS code used to deny Lighthouse Rescue Mission's request. Are you referring to the Group Care Facility (Page 159) definition in the LDC or is there a different definition for Group Facility you are referring to?
2. Just to be clear you denied the request for the property to be used as a church?
3. How do we appeal this decision and how long do we have to appeal.

Answers to the questions submitted:

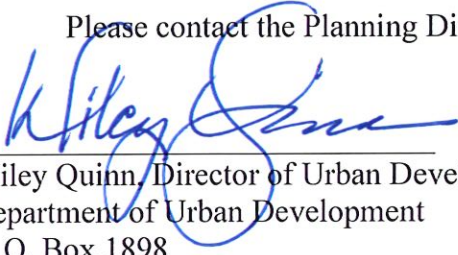
1. Congregate Care is the use self-identified in the request for pre-application. Upon review of the LDC, a definition of Congregate Care does not exist, nor is there a definition with the latest version of the North American Industrial Classification System (NAICS). The use category of Rehabilitation Center, Nursing Care, Assisted Living, Congregate Care, Palliative Care, and Hospice Care provides for temporary habitation while a patient

undergoes professional medical treatment. It is determined by the Director of Urban Development that the description provided aligns with the Group Facility (Group Care Facility) use and definition. Group Facility links to this definition in the LDC on page 159:

“Group Care Facility: A facility or dwelling unit housing persons unrelated by blood or marriage and operating as a group household. A group care facility may include half-way houses, recovery homes, and homes for orphans, foster children, the elderly, battered children and women. It would include a specific treatment providing less than primary health care by staff appropriately certified or licensed to provide such treatment.”

2. A “church” is a “place of assembly not otherwise listed” in Table 5.1 Table of Uses which is allowed by right with some conditions. The use provided on the application is principally a Group Facility (Group Care Facility) and is not permitted in the zoning district. Referencing an accessory use (Section 5.4.2), the principal use must occur before we can approve any accessory uses. A principal use of a “church” was not explored and is not referenced for review. In general, a “church” would be permitted in this district if it met all other regulatory requirements in the LDC and the International Building/Fire Codes adopted.
3. The appeal process is provided in section 12.4.2 of the LDC with fees (\$50) referenced from ordinance 2977. The applicant or his representative will have 10 days from the decision date of the notification to file for appeal. Notification date May 23, 2024, appeal ending date June 3, 2024, at the close of business hours.

Please contact the Planning Division for any additional questions at (601) 545-4599.



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

RECEIVED
MAY 24 2024
BY 

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

May 24, 2024

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

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

Dear Cory Long;

In denying the Lighthouse Rescue Mission request to use the above-described property as a Congregate Care you responded as follows:

"The site plan review committee and the Urban Development Director finds the use to be a Group Facility as defined by the LDC in reference to information from the NAICS."

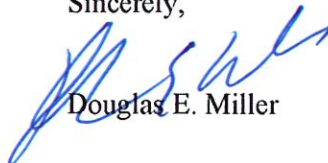
Could you provide the definition of Group Facility as defined by the LDC and the NAICS code used to deny Lighthouse Rescue Mission's request. Are you referring to the Group Care Facility (Page 159) definition in the LDC or is there a different definition for Group Facility you are referring to?

Just to be clear you denied the request for the property to be used as a church?

How do we appeal this decision and how long do we have to appeal.

Thank you for your assistance in this matter.

Sincerely,


Douglas E. Miller

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

May 29, 2024

The Planning Division of Urban Development
P. O. Box 1898
Hattiesburg, MS 39403

Kermas Eaton
Director of Administration/City Clerk

Wiley Quinn
Director of Urban Development

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

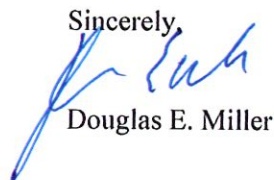
Dear Sirs;

Please find enclosed our request to appeal the Planning Commission recommendation of the:

- 1) Designation of Lighthouse Rescue Mission, Inc. as a Group Care Facility.
- 2) Denial of Lighthouse Rescue Mission to use the property as a Church.

in the Pre-Application meeting on May 16, 2024. Also Enclosed is the \$50.00 fee to appeal. If you need any further information, please contact me.

Sincerely,



Douglas E. Miller



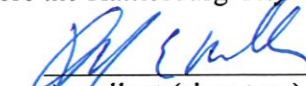
**URBAN
DEVELOPMENT
PLANNING DIVISION**

REQUEST TO APPEAL DECISION OR RECOMMENDATION

Today's Date:	May 29, 2024
Date of Decision/Recommendation Date:	May 23, 2024
<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	
Name of the Deciding Body: Director of UD ☒ Site and Design Review Committee ☐ Historic Conservation Commission ☐ Planning Commission ☐ or Board of Adjustment ☐	
Petitioner's Request of the Deciding Body: <u>Review the denial of a Church and look at Congregate care versus Group Care Facility</u>	
Deciding Body's Recommendation: Denied use of property for Church. Defined Lighthouse as a Group Care Facility.	

**Attach the specific grounds for appeal to this application.
Subject to a \$50 fee per ordinance 2977**

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


Appellant (signature)
Douglas E. Miller

Send to:
The Planning Division of Urban Development

Copy to:
Kermas Eaton, Director of Administration/City Clerk
Wiley Quinn, Director of Urban Development

P.O. Box 1898
Hattiesburg, MS 39403
601.545.4591

JULY 7, 2024

LIGHTHOUSE RESCUE MISSION -THE COTTAGES-

PLANNING COMMISSION AND CITY COUNCIL



EXHIBIT A-2

2 HOW TO DETERMINE THE MEANING OF A WORD ACCORDING TO LDC

SECTION 13. DEFINITIONS

Assembly: Structures and land designed for 50 or more people to congregate for civic, social, religious, or recreational functions. This definition includes but is not limited to theaters, arenas, coliseums, and worship centers.

- Any term not herein defined shall be as defined elsewhere in the Municipal Code or, if not defined there, shall have their customary dictionary meaning.

13.2 Definitions.

Unless otherwise defined within the text of this Code, the following definitions shall be used for interpretation. Words and terms used but not defined within this Code shall have their customary dictionary meaning.

3 DEFINITION OF CONGREGATE MISSISSIPPI LAW

6/18/24, 6:57 PM

legal definition of congregate care in mississippi - Google Search



Law Insider

<https://www.lawinsider.com> > dictionary > congregate

Congregate Definition | Law Insider

Search for: What is the legal definition of congregate?

What is the accountability for congregate care act?

What is residential congregate?

noun. a type of housing in which each individual or family has a private bedroom or living quarters but shares with other residents a common dining room, recreational room, or other facilities.

4 THE CITY OF HATTIESBURG IS LOOKING FOR A NON-CONGREGATE SHELTER

Non-Congregate Shelter

CITY OF HATTIESBURG

Hattiesburg, MS

For full details including attachments please visit our website at our web page (<https://www.hattiesburgms.com/community-development/>)

CITY OF HATTIESBURG

2024 Request for Proposal

Non-Congregate Shelter: Property Acquisition/Rehabilitation

Introduction:

This Request for Proposal (RFP) is seeking applications from agencies interested in providing property acquisition and/or development of a non-congregate shelter with program operations and supportive services with on-site behavioral health resources, for single adults and couples who are experiencing brief or extended periods of chronic homelessness. The City of Hattiesburg may offer up to \$914,161.40, towards property acquisition and/or development.

Property acquisition and/or site development is defined as an applicant that:

- Purchases, owns or has access to property that meets the City of Hattiesburg Site and Code Requirements and must maintain site control by the grantee for a minimum of 10 years from the date of final payment and be used for the same purpose expressed in your application and/or contract for this RFP; and
- Interest and/or experience developing property and setting up non-congregate shelter options such as modular, pods, pallets or tiny house dwellings.

The intent of the City of Hattiesburg Based Non-Congregate Shelter RFP is to:

- Help people experiencing unsheltered homelessness in the city of Hattiesburg to quickly find safe alternatives to the streets and encampments through an investment in non-congregate shelter dwelling(s) that focus on rapid exits to permanent housing, and
- Promote system transformation to rapidly exit those served from non-congregate shelter to permanent housing.

Completed applications will be reviewed by a rating team composed of community members, subject matter experts (SMEs), and designated CoH employees.

Submittal Instructions

Applications will be rated on the information requested in this RFP, and any clarifying information requested by CoH. Answer each section completely. Do not include additional agency cover letters or brochures with your application. Applications that do not follow the required format may not be rated.

5 CITY NOT ABLE TO FIND THE MEANING OF CONGREGATE CARE (NOT USING A DICTIONARY AS STATED IN LDC)

Department of Urban Development

DATE: May 28, 2024

REQUESTED BY: Douglas Miller

REFERENCE: Lighthouse Rescue Mission Correspondence Dated May 24, 2024
Lighthouse Rescue Mission, Inc.
408 Broadway Dr
Hattiesburg, MS

Dear Mr. Douglas Miller,

The above-referenced letter provided three essential questions concerning the status of the use designation provided by the Director of Urban Development and the Site Plan Review (copy attached):

1. Could you provide the definition of Group Facility as defined by the LDC and the NAICS code used to deny Lighthouse Rescue Mission's request. Are you referring to the Group Care Facility (Page 159) definition in the LDC or is there a different definition for Group Facility you are referring to?
2. Just to be clear you denied the request for the property to be used as a church?
3. How do we appeal this decision and how long do we have to appeal.

Answers to the questions submitted:

1. Congregate Care is the use self-identified in the request for pre-application. Upon review of the LDC, a definition of Congregate Care does not exist, nor is there a definition with the latest version of the North American Industrial Classification System (NAICS). The use category of Rehabilitation Center, Nursing Care, Assisted Living, Congregate Care, Palliative Care, and Hospice Care provides for temporary habitation while a patient



MAYOR
Toby Barker

6 LAND DEVELOPMENT CODE – SECTION I

It is the **responsibility** of the city to meet the needs of the Citizens of Hattiesburg

SECTION 1. INTENT AND PURPOSE

1.1 INTENT AND PURPOSE.

The intent and purpose of this Land Development Code is to:

- promote the health, safety and welfare of the citizens of the City of Hattiesburg, Mississippi;
- provide long term benefits by establishing procedures and standards to be followed in the development and redevelopment of land;
- promote economic development and diversification within the City;
- protect and enhance Hattiesburg's natural environment;
- maintain the aesthetics and historic character of the City;
- implement the City of Hattiesburg Comprehensive Plan 2008-2028, as amended;
- ensure the coordination of land uses, utilities and transportation facilities;
- ensure quality design and construction of residential, business, industrial and agricultural developments;
- assist in the coordination and efficiency of governmental actions within the City; and
- enable the City of Hattiesburg to uniformly and consistently evaluate and approve, as appropriate, new development proposals, land subdivision, changes to existing uses, and redevelopment proposals.

1.2 STATUTORY AUTHORIZATION.

The Legislature of the State of Mississippi has, in Title 17, Chapter 1, Section 17-1-1 through 17-1-27 of the Mississippi Code, annotated, 1972, as amended, delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizens. Therefore be it ordained by the Governing Authority of the City of Hattiesburg, Mississippi, that the Land Development Code Establishing Zoning Districts and Regulations for Land Development and Land Subdivision in the City of Hattiesburg be established.

1.3 RELATIONSHIP TO THE COMPREHENSIVE PLAN.

The Land Development Code is intended to implement and be consistent with the goals and strategies of the City of Hattiesburg Comprehensive Plan 2008-2028. Any amendments to this Code shall be consistent with the adopted Comprehensive Plan, as amended from time to time.

1.4 TITLE

This code shall be known as the City of Hattiesburg Land Development Code and may be cited as "Land Development Code" or "LDC."

1.5 INTERPRETATION.

This Code sets the minimum requirements necessary for the promotion of the health, safety and welfare of the citizens of Hattiesburg. In many instances, the public is best served when such minimums are exceeded.

2.5.1

In those instances when other applicable laws, rules or regulations of the city, county, state or federal government contain standards covering the same subject matter, the more restrictive requirements or higher standards will govern.

1.5.2 The provisions of this Code are interrelated and cannot be taken in isolation. All provisions and regulations must be taken within the context and intent of the entire Code.

1.5.3 The provisions of this Land Development Code will be interpreted and enforced by the Director of Urban Development unless otherwise specified (as in the case of variance and appeals requests), or by its other designee, unless otherwise specified in this Code.

237

As amended through 09.08.20

As amended through 09.08.20

7 LAND DEVELOPMENT CODE – SECTION I

1.5 INTERPRETATION.

This Code sets the minimum requirements necessary for the promotion of the health, safety and welfare of the citizens of Hattiesburg. In many instances, the public is best served when such minimums are exceeded.

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In those instances when other applicable laws, rules or regulations of the city, county, state or federal government contain standards covering the same subject matter, the more restrictive requirements or higher standards will govern.

Uses

Dimensions

Design

Infrastr

9 LAND DEVELOPMENT CODE – SECTION 5 - NAICS IS ONLY TO BE USED TO DETERMINE USE CATEGORIES

5.2 Determination of Use Category.

5.3.3.2

The Director shall make a determination as to whether or not any proposed use is permitted within Hattiesburg's zoning jurisdiction based on the uses listed in the Table of Uses. Whenever it is not clear whether a proposed use is or is not permitted, the Director shall consult the purpose statement for each district and the latest version of the North American Industrial Classification System (NAICS) to help make a determination. Any use not specifically listed in the Permitted Uses Table and any proposed use not substantially similar to a listed use as determined by the Director after consultation may be considered a "Conditional Use" and will require review by the Hattiesburg Planning Commission.

5.3.3.3

5.3.3.4

10 LIGHTHOUSE RESCUE MISSION NON-PROFIT STATUS

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

Date: APR 20 2006

LIGHTHOUSE RESCUE MISSION INC
C/O ROBERT T JACKSON JR
PO BOX 15517
BATTLESBURG, MS 39404-5517

DEPARTMENT OF THE TREASURY

Employer Identification Number:

20-3606094

DLN:

17053073010036

Contact Person:

DIANE M GENTRY

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

509(a)(1)

Form 990 Required:

Yes

Effective Date of Exemption:

July 27, 2005

Contribution Deductibility:

Yes

Advance Ruling Ending Date:

December 31, 2009

ID# 31361

period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling

THE PURPOSE OF LIGHTHOUSE RESCUE MISSION

Tax-Status As A Section 501(c)(3) Organization

Section 1. PURPOSES. The purposes for which the Corporation is organized are:

- (a) The Corporation is organized for the following purposes:
- (1) To proclaim the Gospel of Our Lord and Savior Jesus Christ;
 - (2) To display the mercy of Christ by ministering to both the spiritual and physical needs of the homeless, the poor and the needy through the work of Lighthouse Rescue Mission, Inc.;
 - (3) To inform the public and churches regarding the needs of the homeless, the poor and the needy, and to educate the public and churches regarding the ministry of Lighthouse Rescue Mission, Inc.; and
 - (4) To minister to those in bondage to drugs and/or alcohol using biblical methods through a program designed around the exchanged life in Jesus Christ at Lighthouse Rescue Mission, Inc.
- (b) The Corporation is organized exclusively for charitable and religious and educational purposes as set forth in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of such Code.
- (c) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these articles.
- (d) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

- (e) Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue law, (2) by a corporation, contributions to which are deductible under

102022902

Article X. Doctrinal Statement

We Believe:

- In one Triune God, Father, Son and Holy Spirit, eternal in being, identical in nature, equal in power and glory and having precisely the same attributes and perfections (2 Cor. 13:14).

WHAT LIGHTHOUSE BELIEVES

- In the plenary, verbal inspiration of the Scriptures, both of the Old and new Testaments. By this we understand the Holy Spirit not only inspired the thoughts of the writers, but also formulated the very word structure into which the thoughts were cast with the result that the original documents were inerrant as to the fact and infallible as to truth. (1 Tim. 3:16-17; 2 Pet. 1:20-21).
- That man was created in the image and likeness of God but through Adam's sin, became alienated from God, acquired a sin nature, and came under the judicial sentence of death (Gen. 1:25-27; Rom. 3:22-23; 5:12-21; Eph. 2:1-3, 12).
- That the Lord Jesus Christ, the eternal Son of God, became man, without ceasing to be God, having been conceived of the Holy spirit and born of the virgin Mary, in order that he might reveal God and redeem sinful man. We believe that the Lord Jesus Christ accomplished our redemption through His death on the cross as a propitiatory and substitutionary sacrifice, and that our redemption is made sure to us by His resurrection from the dead in the identical, though glorified body in which He was crucified. (John 1:1-2; Rom. 3:24-25; 1 Peter 1:3-6).
- We believe that the Lord Jesus Christ is now in Heaven exalted at the right hand of God where, as High Priest for His people, He fulfills the ministry of Representative, intercessor and Advocate (Rom. 3:24; Heb. 9:24; 1 John 2:1-2).
- That the Holy Spirit, the third Person of the Godhead, in the present age indwells all believers in the Lord Jesus Christ, baptizes them into the Body of Christ and seals them unto the day of redemption, and we believe that every believer is commanded of God to be filled with the Holy Spirit (Rom. 8:9; 1 Cor. 12:12-14; Eph. 1:13-14, 5:18-20).
- That salvation is the gift of God offered to man by grace and received by personal faith in the Lord Jesus Christ and that this salvation is sure and eternal (John 3:16, 10:28-30; 1 John 5:11-13).
- That the Church is a spiritual organism made up of all born-again persons in this age irrespective of their affiliation with Christian organizations (Eph. 1:22-23; 6:25-27; 1 Cor. 12:12-14).
- We believe in the resurrection of the Just and the Unjust where the Just will spend eternity with their heavenly Father and the Unjust in eternal separation from God in space reserved for them in the Lake of Fire. (Rev. 20:11-15).

13 JOB OR ACTIVITIES LIGHTHOUSE HAS TO OFFER

LIGHTHOUSE RESCUE MISSION, INC. EIN 20-3606094 FORM 1023—APPLICATION FOR RECOGNITION OF EXEMPTION

Part IV. Narrative Description of Activities

The Corporation is organized exclusively for charitable, religious, literary, educational and scientific purposes as set forth in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of such Code.

The Corporation is a newly formed entity and has no past or present activities. All of the Corporation's activities are planned activities.

All of the Corporation's activities will be conducted by and through its Board of Directors.

The Corporation will conduct its activities in a facility in Hattiesburg, Mississippi.

The charitable purposes for which the Corporation is organized and operated will be for the primary purpose of providing relief to the homeless, poor and/or underprivileged.

Specifically, the Corporation intends to fulfill its purpose through the following activities: Day Shelter, Overnight Shelter, Rehabilitation Programs, Second Chance Church, and Outreach Programs.

There will be no charge to any of the recipients of the services provided by the Corporation. All expenses to the Corporation to provide the facility and goods, services and programs offered to the recipients will be paid for by charitable contributions received by the Corporation.

Day Shelter:

The Corporation will operate a facility for the homeless to provide a shower, a laundry facility, and a meal.

Overnight Shelter

The Corporation will provide a facility to house homeless families and a separate facility for males and females. All services offered at the day shelter will also be offered to those utilizing the overnight shelter.

Rehabilitation Program:

The Corporation intends to provide a rehabilitation counselor to be paid by the Corporation to provide a Biblically based alcohol and drug rehabilitation program

Second Chance Church

The Corporation will provide a facility for a nightly chapel open to the beneficiaries of its charitable activities, specifically targeting those persons who may not feel comfortable in a traditional church setting.

Basic Educational Services:

Based upon research that shows that people are four times more likely to be homeless because of poor management than because of losing government benefits, the Corporation will seek to offer basic educational services, including reading programs, money management classes and GED (General Equivalency Diploma) classes.

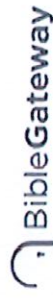
Outreach Program:

The Corporation will seek to reach out to those persons attending its other activities and to the community at large, particularly those individuals in the community who have suffered tragedies in their lives, such as victims of Hurricane Katrina. In all opportunities for which the Corporation is able to minister to the poor or underprivileged, the Corporation will seek to show the love of Christ by offering clothing and job-related information.

Services Planned for the Future

The Corporation will endeavor to one day provide a small clinic for basic medical care and basic legal services and advice to the poor and underprivileged in the area.

14 MATTHEW 25:31-46 (NIV)



Matthew 25:31-46 New International Version

**This is our
Reasonable
Service to
OUR LORD
and
SAVIOR!**

The Sheep and the Goats

³¹ "When the Son of Man comes in his glory, and all the angels with him, he will sit on his glorious throne. ³² All the nations will be gathered before him, and he will separate the people one from another as a shepherd separates the sheep from the goats. ³³ He will put the sheep on his right and the goats on his left.

³⁴ "Then the King will say to those on his right, 'Come, you who are blessed by my Father; take your inheritance, the kingdom prepared for you since the creation of the world. ³⁵ For I was hungry and you gave me something to eat, I was thirsty and you gave me something to drink, I was a stranger and you invited me in, ³⁶ I needed clothes and you clothed me, I was sick and you looked after me, I was in prison and you came to visit me.'

³⁷ "Then the righteous will answer him, 'Lord, when did we see you hungry and feed you, or thirsty and give you something to drink?' ³⁸ When did we see you a stranger and invite you in, or needing clothes and clothe you? ³⁹ When did we see you sick or in prison and go to visit you?'

⁴⁰ "The King will reply, 'Truly I tell you, whatever you did for one of the least of these brothers and sisters of mine, you did for me.'

⁴¹ "Then he will say to those on his left, 'Depart from me, you who are cursed, into the eternal fire prepared for the devil and his angels. ⁴² For I was hungry and you gave me nothing to eat, I was thirsty and you gave me nothing to drink, ⁴³ I was a stranger and you did not invite me in, I needed clothes and you did not clothe me, I was sick and in prison and you did not look after me.'

⁴⁴ "They also will answer, 'Lord, when did we see you hungry or thirsty or a stranger or needing clothes or sick or in prison, and did not help you?'

⁴⁵ "He will reply, 'Truly I tell you, whatever you did not do for one of the least of these, you did not do for me.'

15 STATEMENT FROM LOCAL DRUG COURT

Focus goes beyond dealing with the addiction

One of the issues many participants deal with is finding a place to live that doesn't put them back in the same surroundings they were in as addicts.

"Sober living is very much in need," Helfrich said. "A lot of individuals have siblings or other family members or sometimes even parents who are in active addiction — you can't get them clean and then send them back to that environment."

Finding jobs that pay a living wage are difficult to find for many Drug Court participants.

"They can get the lower-paying jobs, but it's much harder to get the better-paying jobs," Helfrich said.

But community members who have stepped up to help make the Drug Court experience a little easier, by providing jobs, sober-living opportunities, transportation and other needs, Helfrich said.

How to help

Housing and employment remain two of the biggest issues for drug court participants, but the community can help in other ways. For information on how to help, call the drug court at 601-545-1321.

16 THE STATE OF MISSISSIPPI USES NON-PROFIT ORGANIZATIONS

Nonprofit organizations play a growing role in the social and economic well-being of the United States, including Mississippi. They are businesses that provide services, goods, and resources to meet community needs, and can also help other businesses in the community to drive economic development. Nonprofits are mission-driven organizations that benefit the public, rather than the financial interests of an individual, private shareholder, or group of people. ^

HATTIESBURG ENCOURAGING SELLING ALCOHOL AND MARIJUANA

HATTIESBURG opts out of medical marijuana: Mayor 100y Barker on the decision



Laurel Thrukill
Hattiesburg American
Published 10 a.m. CT April 12, 2022

though the deadline for Mississippi communities to pass on allowing certain types of medical marijuana businesses to operate within their jurisdictions is fast approaching, Hattiesburg officials don't plan to

"We have no intentions of opting out," said Hattiesburg Mayor Toby Barker. "No move they want to make."

ities and counties have until the first week of May to finalize decisions on whether they will allow dispensaries, cultivators and processing facilities to operate in their jurisdictions.

surrounding areas, including Madison, Brandon, Ridgeland, Pass Christian and Gulfport are among Mississippi communities that have already opted out. Madison Mayor Mary Hawkins-Butler cited concerns over zoning and "increased danger to (Madison) first responders" among the reasons for opting out.

Madison opts out of medical marijuana: Mayor cites zoning and public safety concerns

More: Mississippi pain cream scheme: Key player Chad Barrett sentenced, must repay \$182.5 million

While I certainly understand some concerns, these facilities, they're extremely regulated, and a lot of people in our community vote support that medical marijuana initiative, and I think there are a lot of people who will benefit from it," Barker said.

Barker said the city is working to determine how dispensaries and other medical marijuana-related facilities will be incorporated into

According to the Mississippi Medical Cannabis Act, cannabis establishments cannot be located within 1,000 feet of any school, church or childcare facility unless it has received a waiver.

By June, the state Department of Health plans to begin accepting license applications for patients, medical practitioners, cannabis cultivation facilities, cannabis processing facilities, cannabis testing facilities, cannabis waste disposal entities and

The City of Hattiesburg could

not!!! have opted out of this and did

once the application process begins, there will be a 30-day approval time for licensure applications and a five-day approval time for program patients.

What recently opened in Hattiesburg: businesses and restaurants

"I think there are a lot of people who deal with some really tough illnesses, and if they can have another option other than more opioids, it might give them some relief and add some quality of life. I think that's worth moving forward on," Barker said.

A full list of qualifying conditions can be found on the state Department of Health website.

Contact reporter Laurel Thrukill at lthrukill@gannett.com or on Twitter.

18 MARIJUANA BUSINESSES OPERATING IN HATTIESBURG

CITY OF HATTIESBURG WORKS OUT ZONING REGULATIONS IN PREPARATION FOR MEDICAL MARIJUANA BUSINESSES

By HASKEL BURNS
Tue.05/03/22-2:20PM, 3,677 Reads

With no members of Hattiesburg City Council yet voicing opposition to the Mississippi Medical Cannabis Act – and Mayor Toby Barker fully on board with the initiative – officials from the City of Hattiesburg are ensuring proper zoning laws are in place in preparation for the arrival of medical marijuana businesses in the city. The matter was addressed at the May 2 council meeting by An...

cannabis dispensaries in mississippi get city approval. Here's what owners have to say.



Lici Beveridge
Hattiesburg American

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Hattiesburg City Council approved two conditional-use zoning variances for cannabis dispensaries in the city, paving the way for a new avenue for medical treatment in Mississippi.

The votes were unanimous.

19 BUSINESSES OPERATING IN HATTIESBURG

Public Property was
CLOSED
for a Private and
Personal Benefit



THE CITY OF HATTIESBURG HAS VIOLATED STATE AND FEDERAL LAWS AGAINST THE LIGHTHOUSE

- RELIGIOUS LAND USE AND INSTITUTIONALIZED PERSONS
ACT OF 2000
- 1ST AMENDMENT
- 14TH AMENDMENT
- FAIR HOUSING ACT
- AMERICAS DISABILITY ACT
- RELIGIOUS FREEDOM RESTORATION ACT



21 FIRST AMENDMENT AND RELIGION

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First Amendment and Religion | United States Courts

First Amendment and Religion

The First Amendment has two provisions concerning religion: the Establishment Clause and the Free Exercise Clause. The Establishment clause prohibits the government from "establishing" a religion.

The precise definition of "establishment" is unclear. Historically, it meant prohibiting state-sponsored churches, such as the Church of England.

Today, what constitutes an "establishment of religion" is often governed under the three-part test set forth by the U.S. Supreme Court in *Lemon v. Kurtzman*, 403 U.S. 602 (1971). Under the "Lemon" test, government can assist religion only if (1) the primary purpose of the assistance is secular, (2) the assistance must neither promote nor inhibit religion, and (3) there is no excessive entanglement between church and state.

The Free Exercise Clause protects citizens' right to practice their religion as they please, so long as the practice does not run afoul of a "public morals" or a "compelling" governmental interest. For instance, in *Prince v. Massachusetts*, 321 U.S. 158 (1944), the Supreme Court held that a state could force the inoculation of children whose parents would not allow such action for religious reasons. The Court held that the state had an overriding interest in protecting public health and safety.

22 FIRST AMENDMENT AND RELIGION

Constitution of the United States

First Amendment

First Amendment Explained

Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.

THE FAIR HOUSING ACT

The Fair Housing Act, 42 U.S.C. 3601 *et seq.*, prohibits discrimination by direct providers of housing, such as landlords and real estate companies as well as other entities, such as municipalities, banks or other lending institutions and homeowners insurance companies whose discriminatory practices make housing unavailable to persons because of:

- race or color
- religion
- sex
- national origin
- familial status, or
- disability.

In cases involving discrimination in mortgage loans or home improvement loans, the Department may file suit under both the Fair Housing Act and the Equal Credit Opportunity Act. The Department brings cases where there is evidence of a pattern or practice of discrimination or where a denial of rights to a group of persons raises an issue of general public importance. Where force or threat of force is used to deny or interfere with fair housing rights, the Department of Justice may institute criminal proceedings. The Fair Housing Act also provides procedures for handling individual complaints of discrimination. Individuals who believe that they have been victims of an illegal housing practice, may file a complaint with the Department of Housing and Urban Development (HUD) or file their own lawsuit in federal or state court. The Department of Justice brings suits on behalf of individuals based on referrals from HUD.

Discrimination in Housing Based Upon Race or Color

One of the central objectives of the Fair Housing Act, when Congress enacted it in 1968, was to prohibit race discrimination in sales and rentals of housing. Nevertheless, more than 30 years later, race discrimination in housing continues to be a problem. The majority of the Justice Department's pattern or practice cases involve claims of race discrimination. Sometimes,

availability of housing, either saying that nothing was available or steering home seekers to certain areas based on race. Individuals who receive such false information or misdirection may have no knowledge that they have been victims of discrimination. The Department of Justice has brought many cases alleging this kind of discrimination based on race or color. In addition, the Department's Fair Housing Testing Program seeks to uncover this kind of hidden discrimination and hold those responsible accountable. Most of the mortgage lending cases brought by the Department under the Fair Housing Act and Equal Credit Opportunity Act have alleged discrimination based on race or color. Some of the Department's cases have also alleged that municipalities and other local government entities violated the Fair Housing Act when they denied permits or zoning changes for housing developments, or relegated them to predominantly minority neighborhoods, because the prospective residents were expected to be predominantly African-Americans.

7/24, 12:38 PM
Civil Rights Division | The Fair Housing Act

THE FAIR HOUSING ACT

Discrimination in Housing Based Upon Religion

The Fair Housing Act prohibits discrimination in housing based upon religion. This prohibition covers instances of overt discrimination against members of a particular religion as well as direct actions, such as zoning ordinances designed to limit the use of private homes as a place of worship. The number of cases filed since 1968 alleging religious discrimination is small in comparison to some of the other prohibited bases, such as [race](#) or [national origin](#). The Act does contain a limited exception that allows non-commercial housing operated by a religious organization to reserve such housing to persons of the same religion.

Discrimination in Housing Based Upon Sex, Including Sexual Harassment

The Fair Housing Act makes it unlawful to discriminate in housing on the basis of sex. In recent years, the Department's focus in this area has been to challenge sexual harassment in housing. Women, particularly those who are poor, and with limited housing options, often have little recourse but to tolerate the humiliation and degradation of sexual harassment or risk having their families and themselves removed from their homes. The Department's enforcement program is aimed at landlords who create an untenable living environment by demanding sexual favors from tenants or by creating a sexually hostile environment for them. In this manner we seek both to obtain relief for tenants who have been treated unfairly by a landlord because of sex and also deter other potential abusers by making it clear that they cannot continue their conduct without facing repercussions. In addition, pricing discrimination in mortgage lending may also adversely affect women, particularly minority women. This type of discrimination is unlawful under both the Fair Housing Act and [Equal Credit Opportunity Act](#).

Discrimination in Housing Based Upon National Origin

<https://www.justice.gov/crt/fair-housing-act-1>

can be based either upon the country of an individual's birth or where his or her ancestors originated. Census data indicate that the Hispanic population is the fastest growing segment of our nation's population. The Justice Department has taken enforcement action against municipal governments that have tried to reduce or limit the number of Hispanic families that may live in their communities. We have sued lenders under both the [Fair Housing Act](#) and the [Equal Credit Opportunity Act](#) when they have imposed more stringent underwriting standards on home loans or made loans on less favorable terms for Hispanic borrowers. The Department has also sued lenders for discrimination against Native Americans. Other areas of the country have experienced an increasing diversity of national origin groups within their populations. This includes new immigrants from Southeastern Asia, such as the Hmong, the former Soviet Union, and other portions of Eastern Europe. We have taken action against private landlords who have discriminated against such individuals.

2020 MISSISSIPPI CODE – CHAPTER 61 RELIGIOUS FREEDOM RESTORATION ACT

Universal Citation: MS Code § 11-61-1 (2020)

1. This section shall be known and may be cited as the Mississippi Religious Freedom

Restoration Act.

2. The Mississippi Legislature finds the following:

- a. The framers of the Constitution, recognizing free exercise of religion as an unalienable right, secured its protection in the First Amendment to the Constitution;
- b. Laws "neutral" toward religion may burden religious exercise as surely as laws intended to interfere with religious exercise;
- c. Government should not substantially burden religious exercise without compelling justification;

d. In *Employment Division v. Smith*, 494 U.S. 872 (1990), the United States

Supreme Court virtually eliminated the requirement that the government justify burdens on religious exercise imposed by laws neutral toward religion; and

- e. The compelling interest test as set forth in prior federal court rulings is a workable test for striking sensible balances between religious liberty and competing prior governmental interests.
3. The purposes of this section are as follows:
- a. To restore the compelling interest test as set forth in *Sherbert v. Verner*, 374 U.S. 398 (1963), and *Wisconsin v. Yoder*, 406 U.S. 205 (1972), and to guarantee its application in all cases where free exercise of religion is substantially burdened; and
 - b. To provide a claim or defense to persons whose religious exercise is substantially burdened by government.
4. As used in this section, the following words shall have the following meanings:
- a. "Government" means any branch, department, agency, instrumentality or political subdivision of the State of Mississippi and any official or other person acting under color of law of the State of Mississippi.
 - b. "Demonstrates" means to meet the burdens of going forward with the evidence and of persuasion.
 - c. "Exercise of religion" means the exercise of religion under the First Amendment to the Constitution.
- 5.
- a. Government shall not substantially burden a person's exercise of religion even if the burden results from a rule of general applicability, except as provided in paragraph (b) of this subsection.
 - b. Government may substantially burden a person's exercise of religion only if it demonstrates that application of the burden to the person:
 - i. Is in furtherance of a compelling governmental interest; and
 - ii. Is the least restrictive means of furthering that compelling governmental

2020 MISSISSIPPI CODE – CHAPTER 61 RELIGIOUS FREEDOM RESTORATION ACT

6. A person whose religious exercise has been burdened in violation of this section may assert that violation as a claim or defense in a judicial proceeding and obtain appropriate relief against the government, as defined by subsection (4) of this section. Standing to assert a claim or defense under this section shall be the same as the general rules of standing under Article III of the United States Constitution.

7. a. This section applies to all state laws, rules, regulations and any municipal or county ordinances, rules or regulations and the implementation of those laws, whether statutory or otherwise, and whether adopted before or after July 1, 2014.

b. Any such law, rule, regulation or ordinances adopted after July 1, 2014, shall be subject to this section unless such law explicitly excludes such application by

reference to this section.

8. Nothing in this section shall be construed to authorize any government to burden any religious belief.

9. Nothing in this section shall be construed to affect, interpret, or in any way address that portion of the First Amendment prohibiting laws respecting the establishment of religion. Granting government funding, benefits, or exemptions, to the extent permissible under the Establishment Clause, shall not constitute a violation of this section. As used in this subsection, the term "granting," used with respect to government funding, benefits, or exemptions, does not include the denial of government funding, benefits, or exemptions.

10. Nothing in this section shall create any rights by an employee against an employer if the employer is not the government.

DEFINING RLUIPA – PLACE TO WORSHIP INITIATIVE

The land use provisions of the [Religious Land Use and Institutionalized Persons Act of 2000](#) (RLUIPA), 42 U.S.C. §§ 2000cc, et seq., protect individuals, houses of worship, and other religious institutions from discrimination in zoning and landmarking laws (for information on RLUIPA's institutionalized persons provisions, please refer to the Civil Rights Division's [Special Litigation Section](#)).

RLUIPA provides a number of important protections for the religious freedom of persons, places of worship, religious schools, and other religious assemblies and institutions, including:

- **Protection against substantial burdens on religious exercise:**
RLUIPA prohibits the implementation of any land use regulation that imposes a "substantial burden" on the religious exercise of a person or religious assembly or institution except where justified by a "compelling governmental interest" that the government pursues in the least restrictive way possible. 42 U.S.C. § 2000cc(a);
- **Protection against unequal treatment for religious assemblies and institutions:**
RLUIPA provides that religious assemblies and institutions must be treated at least as well as nonreligious assemblies and institutions. 42 U.S.C. § 2000cc(b)(1);
- **Protection against religious or denominational discrimination:**
RLUIPA prohibits discrimination "against any assembly or institution on the basis of religion or religious denomination." 42 U.S.C. § 2000cc(b)(2);
- **Protection against total exclusion of religious assemblies:**
RLUIPA provides that governments must not totally exclude religious assemblies from a jurisdiction. 42 U.S.C. § 2000cc(b)(3)(A); or
- **Protection against unreasonable limitation of religious assemblies:**
RLUIPA states that governments must not unreasonably limit "religious assemblies, institutions, or structures within a jurisdiction." 42 U.S.C. § 2000cc(b)(3)(B).

RLUIPA's protections can be enforced by the Department of Justice or by private lawsuits. The Department of Justice's RLUIPA investigations and enforcement are handled by the Civil Rights

AMERICANS WITH DISABILITIES ACT, ADDICTION AND RECOVERY FOR STATE AND LOCAL GOVERNMENTS

The Americans with Disabilities Act (ADA) ensures that people with disabilities have the same rights and opportunities as everyone else. This includes people with addiction to alcohol and people in recovery from opioid and other drugs.

The ADA applies to all state and local government departments and agencies of those governments ("public entities"). Examples include the criminal justice system (jails, prisons, probation, and the courts) and state and local government-operated recovery homes. The ADA requires that all programs, services, and activities are accessible to and usable by people with disabilities. The ADA also requires that when a person with a disability asks for a modification of policies or the way the program operates, that modification must be considered.

Definition of Disability

A person has a disability under the ADA if the person:

1. Has a physical or mental impairment that substantially limits one or more **major life activities**, e.g., someone with bi-polar disorder, diabetes, or addiction to alcohol; or
2. Has a **history** of an impairment that substantially limited one or more major life activities, e.g., someone who is in remission from cancer or someone in recovery from the illegal use of drugs; or
3. Is **regarded** as having such an impairment, e.g. A prison assumes that an inmate has an addiction to drugs (even though that inmate does not have an addiction), and takes a negative action based on that belief, such as placing the inmate in a segregated cell.

Major life activities include, but aren't limited to, walking, seeing, caring for oneself, learning, thinking, communicating, as well as the operation of bodily functions, such as neurological and brain functions.

Addiction is generally considered a disability because it is an impairment that affects the brain and neurological functions.

Addiction to alcohol and the illegal use of drugs are treated differently under the ADA. Addiction to alcohol is generally considered a disability whether the use of alcohol is in the **present** or in the **past**. For people with an addiction to opioids and other drugs, the ADA only protects a person in **recovery** who is **no longer engaging in the current illegal use of drugs**.



The ADA, Addiction and Recovery for State & Local Governments

Illegal use of drugs means:

- Use of illegal drugs such as heroin or cocaine; and/or
- The misuse of prescription medications such as opioids or morphine where the person has no prescription, has a **fraudulent** prescription, or is using **more medication than prescribed**.

In recovery means:

- Is in recovery and is no longer engaged in the illegal use of drugs; or
- Is participating in a supervised rehabilitation program and is no longer using drugs illegally.

"Current" illegal use of drugs:

- Means the use of the drugs occurred recently enough to have a reasonable belief that a person's drug use is a real and ongoing problem.
- Can be demonstrated where a person fails a drug test or indicates they may fail such a test.
- Isn't limited to days, weeks, or months but is decided on a case by case basis.

At the time this factsheet was written, different court cases (*Quinones v. Univ. of Puerto Rico and Salley v. Circuit City Stores, Inc.*) defined "current use" as anywhere between five weeks to three months.

A person who has a legally prescribed medication to treat their substance use disorder (such as Suboxone, Methadone, or Vivitrol etc.), and is no longer engaging in the illegal use of drugs is a person with a disability and is protected by the ADA.

AMERICANS WITH DISABILITIES ACT, ADDICTION AND RECOVERY FOR STATE AND LOCAL GOVERNMENTS

Social Service Programs

Scenario: Lillian stopped using heroin two years ago when she began using medication to treat her substance use disorder, including **Methadone** treatments, which she is still taking. She also regularly sees a counselor. Lillian's mother, Jane believes Methadone is the same as heroin and calls child protective services (CPS) to have Lillian's two children removed from the home. When the CPS worker interviews Lillian about her mother's complaint, Lillian tells him she takes Methadone as part of her recovery and shows the worker documentation to prove it. The CPS worker isn't sure that Methadone is a treatment drug and tells Lillian that he still plans to remove her children and give custody to Jane.

Is Lillian protected under the ADA? Yes, she is protected under the ADA because she has a history of an impairment (addiction to heroin) and hasn't used illegal drugs for two years. Therefore, there is a good chance that there isn't an ongoing problem. The CPS worker violated the ADA when he refused to work with Lillian because of her history of drug use. The CPS worker is also incorrectly regarding Methadone as an illegal drug. Methadone is a legally prescribed medication, just like insulin is prescribed for diabetes.

Criminal Justice System

Scenario: David has an addiction to opioids but stopped using them three years ago when he entered a treatment program, which includes a daily dose of **Suboxone**, a daily prescription medication used to treat opioid use disorder. David was recently arrested for robbing a convenience store and was sentenced to jail. When he arrived at the county jail, he provided officials a prescription from his doctor for Suboxone. The Sheriff is concerned about the **safety risk** of administering Suboxone in a jail environment because other inmates could access the drug.

Under the ADA, is the jail required to administer Suboxone to David? Yes, court cases (*Pesce v Coppinger and Godsey v Sawyer*) have found that the ADA requires correction programs (jails and prisons) to administer medications prescribed to treat substance use disorders. The correctional system must find a way to administer and monitor Suboxone in a way that doesn't cause a security or safety risk.

Housing

Recovery homes and half-way housing are examples of housing options that are covered under the ADA. Recovery homes serve people who need treatment for their addiction. Other housing, like half-way houses, serve people who are on probation, some of whom have addictions. Often staff of housing programs refuse to admit people who take medication prescribed to treat their substance use disorders, even if they are required to live there while on probation. If a person is prescribed medication to treat a substance use disorder, the ADA and/or the Fair Housing Act may require housing programs to admit the individual. The ADA also requires that state-funded housing provide "reasonable modifications" to individuals with disabilities, including those in recovery.

31 RESOURCES



GOVERNMENT	LIVE & PLAY	BUSINESS	NEWS	WORK WITH US	CALENDAR	CONTACT US
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Homelessness

HOMELESSNESS IN HATTIESBURG

CONTACT INFORMATION

Urban Development
601-545-4596

200 Forrest Street
Post Office Box 1898
Hattiesburg, MS 39403-1898

The City's goal is to ensure that homeless and impoverished members of our community receive structured, goal-oriented assistance. The intent is to ensure that those in need have the resources to lift themselves to a safe, stable environment without enabling those for whom addiction, crime, and vagrancy are a continuing choice.

In coordination with the Hub City Outreach Team and the Pine Belt Coalition for Homelessness, several resources have been aggregated for use - should you come into contact with someone experiencing homelessness. This resource guide provides referral information for crisis lines, food programs, homeless shelters, medical services and more.

If you regularly see a homeless individual in the same location and think he/she may benefit from services, please contact Urban Development at: 601-545-4596.

RESOURCES & LINKS

The City of Hattiesburg plays a role in both The Pine Belt Coalition on Homelessness and The Hub City Homeless Outreach Team. Both of these organizations provide services and resources to those facing homelessness. See the information below for more about each.

The Pine Belt Coalition on Homelessness consists of social service agencies that are currently serving the homeless and low-income families, faith-based entities, and concerned citizens that are concerned about addressing homelessness in our community. The participants in the coalition work together to provide housing services and other resources needed in order for persons to reach stability. Each entity brings something different and needed to the table.

The Hub City Homeless Outreach Team

The Hub City Homeless Outreach Team is a street outreach team that is out weekly in the community to meet people where they are, build relationships with them, assess their needs and help connect them to the resources needed. The team serves as the mobile entry into the Homeless Management Information System, a database that is shared among agencies that serve the homeless. If someone is seeking housing services, they must have an assessment done first, which the team can do on-site.

The Hub City Homeless Outreach Team is comprised of partners from the Pine Belt Coalition on Homelessness, specifically the SSVF program through Pine Belt Mental Health, that serves homeless Veterans, the Salvation Army, MUTHE, Edwards St. Fellowship, United Way, and dedicated

The Open Door Community - Recovery Gathering

601-536-5044
Every Thursday @ 6:30 p.m.
Childcare available

2180 Oak Grove Road

Hattiesburg, MS
Spiritual Director - David Sellers email: dsellers@churchofchrist.org
For a full list of programs: <http://www.parkwayheights.org/ministries/recovery-ministry>

Culler House Location

601-536-5044

In addition to the groups that meet at The Open Door, two Narcotics Anonymous groups meet at the Culler House

2405 O'Farrell Street

Hattiesburg, MS 39401

Celebrate Recovery at Willow Pointe Church

601-441-9353

7 Canaan Lane, Hattiesburg, MS 39402

Contact Person: Eric Tarrage

E-mail: etarrage@willowpointe.com

Celebrate Recovery is a biblical and balanced program that helps us overcome our hurts, hang-ups, and habits. It is based on the actual words of Jesus rather than psychological theory. 25 years ago, Saddleback Church launched Celebrate Recovery with 43 people. It was designed as a program to help those struggling with hurts, habits and hang-ups by showing them the loving power of Jesus Christ through a recovery process, doing homicide and suicide, at any point following their experience through exemplary direct services, advocacy, education, training and activism, doing homicide and suicide, at any point following their experience through exemplary direct services, advocacy, education, training and activism.

LETS PUT TO REST ONCE AND
FOR ALL FOR WHO ASKED TO BE
REZONED AND RECLASSIFIED AS
A GROUP HOME

(TRANSCRIPT FROM FIRST
COMMISSION MEETING)



33 ATTORNEY QUESTIONED LIGHTHOUSE, WHY ARE YOU REZONING? THE CITY ASKED LIGHTHOUSE TO REZONE!

Attorney asked City,
“Why are you trying
to pigeon hold
Lighthouse??”

Hinton: I have a question for staff. If I'm not mistaken, that was operated at one point as a treatment facility under Pine Grove, correct?

Satcher: That is correct.

Hinton: How did that operate, I mean I realize that happened prior to the 2017 code. Is that how we are finding ourselves here?

Satcher: Potentially, and our code clarifies a group care facility a little bit clearer than what was...

Hinton: 20 years...

Satcher: Right and we have a different classification for a rehabilitation facility, which is what, um, that probably fell under in the current code, but again, it was prior to the 2017 code and so it wouldn't, it wouldn't be applicable here today.

Hinton: Okay.

Satcher: They initially met with us to talk about the, to be able to use this structure in the way that they presented it as a group care facility. They currently are running, the applicant is also working at the Lighthouse Rescue Mission and during this discussion they are looking to mirror operations over there, but for men only as a group care facility and they propose no changes to the layout of the property or any additions that would trigger a site plan review at this time, so they are looking to keep all of the existing buildings as they are and they don't have any intention to remove, so there is a fencing that surrounds the property that is nonconforming in the front as it exceeds the 4' requirement, which is why you are unable to see it as you drive down Broadway, so they are not proposing to remove any of that to maintain the privacy of the people that would be in this facility. The structure is historically significant and I believe everyone should have a copy of the memo from our Historic Preservation planner. He outlines some of the history of the property as the original Dixie Motor Lodge and we will include the statement of significance from him as an exhibit and will make sure it is online, but if you need to... I don't want to read through it right now unless there is a need to, but it is, he does have, he has outlined the significance of this structure and how it was originally built as a motor lodge. So group care facilities are not permitted in a B-5 zoning district and again, with the highest classification as a B-3 community business district, and they require across the board in any zone, a conditional use approval and are not permitted by right in any zone. The downzoning of the property actually aligns better with the future land use map and the comprehensive plan as this entire corridor is designated as a community business corridor and I have a map here showing that a little clearer in the next slide. And if that is approved, then you can move forward with the conditional use request and conditional use requests are, again, they are contextual and you can add any conditions as needed for the proposed use and there is already a set of conditions of the set in our land development code for group care facility and that should be outlined in your packet. And one of the things that the condition does say is that you can further restrict the number of residents if deemed necessary. Currently the maximum number that can occupy this use is 20 residents. So here is a picture of the comprehensive future land use map from the comprehensive plan. So all of Broadway Drive is a community business corridor which is what aligns with our B-3. It is a little bit more of a wide retail, uh, wider commercial use than a B-5 which is what we get our automotive retailers and our Wal-Mart's in. It does call for a certain type of residential and nonresidential land uses, um, that are included in this type of corridor which does include some mixed-use developments and so the downzoning does align with the future comprehensive plan. You can see West Pine is actually the regional business corridor that was designated from the comprehensive plan. Are there any questions at this point.

34 ATTORNEY QUESTIONED LIGHTHOUSE, WHY ARE YOU REZONING? THE CITY ASKED LIGHTHOUSE TO REZONE!

Miller: Commissioners, any questions for Mr. Satcher or for staff? Alright, before I open it up to the public meeting, I will give a couple of my standard planning sermons. One is and you may have heard me ask, we are always cautious of anything that smells like spot zoning, and spot zoning is where there is a change of zoning that stands alone, that doesn't... we are usually looking to try to integrate any sort of zoning into adjacent properties that are similar. I am not necessarily saying that this is the case of spot zoning, there is a B-3 close by. We just had a presentation about some of the bigger picture and ideas here. But for anybody that may be presenting, just have that in mind, that we are cautious of trying to make it too "checkerboarded" and we will want to try to keep it as rational as possible, as integrated as possible. Another thing that I will bring to mind, too, in our arguments is we are not arguing the value of a group home here. This seems like a very worthy proposal in itself, but we are the Planning Commission. We are hardhearted. This is not our mission here, the value of this particular use. What we are looking at is a change in zoning and we are always aware that should we change the zone, it could also change ownership, that it could change use, that what we are looking at is the worthiness not of the particular proposal that may or may not come to pass or may not linger, but we are looking at the worthiness of a zoning change to this particular designation. No, if you are coming to propose this or perhaps even if this may be in opposition, keep this in mind, that this is what we are looking at, is the worthiness of this particular land use change, not the debating the merits of, necessarily of the particular proposal that is here, if that makes sense. Given that, who comes to propose, as I open up the public meeting, who comes to propose this particular case? Sign in and introduce yourself, please.

Ken Thomson: I am Ken Thomson, with the Lighthouse Rescue Missions.

Miller: I'm sorry, sir, your last name?

Ken Thomson: Thomson, T as in Tom, h-e-c-o-n-o-n.

Miller: Thomson.

Ken Thomson: And I speak pretty loudly. I do not really know if I need this. I am a pastor also, so 20 minutes is just a warming up period, but I think I'll set the air to discourage people from speaking over 20 minutes. As someone pointed out, Pine Grove was in there for, I don't know, 15, 18 years. Using the term group home really is different connotation on our use. We will be using it just as Pine Grove was using it for, for a rehabilitation program for men that are battling addiction. So that is the use of it was recommended again as Nathan pointed out, the city is wanting to kind of rezone some of that and change the zoning to fit more into the city, but we were planning on following the recommendations of the pre-planning, and conditions. I believe is what it says, but we were following the recommendations of the pre-planning, and look, we are here to work with you guys and we are here to serve the community. I grew up in this community. Drugs has really ravaged this community. You know, speaking to your point, we never know what a piece of property is going to be. The property where my family owned, my grandparents owned and we had a family body shop there in Hattiesburg, here, is now grandfathered in. My grandparents would be rolling over in the grave right now if they knew. We have got Tommy with his office shop, it was CarQuest and a machine shop when I was growing up. It is now a coffee roasting business, according to Anthony. course we see that Hancorps South is vacating two buildings in this area. We are seeing the automotive industry is pulling out of this area and actually there is 170 homeless people, according to Anthony McBride with the City of Hattiesburg that is living back behind the old Courtesies Motors and unfortunately, they are coming into this piece of property and wreaking havoc on it. And so what we have done, we have turned on security lights and we have turned on power on the facility in trying to secure it to keep homeless people out and vagrants out. So, I wanted to just clarify that group home, because it does seem like well there is going to be a bunch of homeless people staying there. That is not the case. Again, we will be doing the exact same thing that Pine Grove was doing. So we will be helping men that are battling addiction. The men will come in, they will work a program. We are faith-based, so

they go through a series of bible studies. We are a hard believer in 2 Corinthians 5:17 that says "Anyone in Christ is a new creature; old things have passed away; behold, all things have become new." That is our foundation as Christ with your recovery. They go through a series of life skill classes, job readiness skills, co-dependency classes, money management classes. Along with that, we are partnering with PRCC to teach these guys and give them a marketable skill, something that they can actually go out and make a living at and provide for themselves and for their families. So that is what we are about; I hate that term and I hate that this falls under group home, but I just really wanted to clarify this is not really a group home. I understand zoning and there is not always, you know, everything does not cover everything. I get that. But I just wanted to reiterate we are not a homeless shelter. We are about bringing men in and helping them transform their lives and give them job training that they can become productive citizens. I want to leave you guys with some stats. Let me see if I can read them; I did bring my glasses. One in 14 young adults, primarily male, use hallucinogenics, 1 in 17 use cocaine, 1 in 18 misuse opioids. Fentanyl overdose is now the leading cause of Americans between the ages of 18 and 45. And then of course we are seeing men at their prime age dropping out of the workforce and the statistics, we have not seen that since the Great Depression. I was fortunate enough that my dad owned a body shop and a car lot here in Hattiesburg and he taught me a skill. I went into the military and spent 4 1/2 years in the military. I was a rescue swimmer, jumped out of helicopters, and did rescue work in the water and then also tracked Soviet subs. I come back in, I ran our family business for 20 years until God called me out to start life in the ministry. Guys, I am passionate about this. I hate Joe McPhail left; he could attest as to how structured we are. We are how efficient we are with our programming. I am about programming. I grew up in a military family. We have that structure. I can assure you guys that this is not going to be a come and go place. Our women's facility is not coming and go place. When you are there, you are there for six months until you move into the work world. There is no coming and going. You are working a program designed to help you get on your feet and that is what we are about. Thank you guys so much for allowing me the opportunity to speak.

Miller: Thank you Mr. Thomson. Excuse me. Does anyone have any questions for Reverend Thomson as long as he is here.

Ray: I was reading Mr. Archer's summarization of it. We, do you have in mind that he changes the integrity of the structures.

Ken Thomson: No, no. No changes. We are going to preserve what is there. Like I said, homeless people are coming in there now and have been vandalizing and so, you know, we are going to repair the windows, repair the doors, repair the sheetrock, and restore all of that.

Ray: Mr. Archer had written that it is worthy of maintained...

Ken Thomson: Okay.

Ray: And so, it needs to maintain its integrity.

Ken Thomson: Right, yes. And we are in a landmark building now of the old Davis School and we have... Pace Head Start was in there for 20-something years and they only used that building. You know, we have done a lot of repairs and lot of preserving that building. If it would have went too much longer, that building would have just been falling in like the one off of River Avenue. So when I grew up here, I remember going into the Dixie Motel as a kid. I remember the little swimming pool that is filled in now. You know, so, I remember all of that and I remember when the mall was built out there in the early 70's. We shopped downtown. You know?

Ray: And the Blue Gables?

35 ATTORNEY QUESTIONED LIGHTHOUSE, WHY ARE YOU REZONING? THE CITY ASKED LIGHTHOUSE TO REZONE!

neighborhood. It is not something that the planning commission has to develop; it is something the petitioner develops then you see what the evidence presents.

Miller: Mr. Gladden, am I correct in how I think about public need is a couple of different ways, but one is the argument that there is not enough land zoned for this particular use available in Hattiesburg.

Gladden: That is an excellent example.

Miller: And another way might be Mr. Satcher was talking about consistency with the comprehensive plan.

Gladden: Those are both very good.

Satcher: I would like to clarify if it were down-zoned, we would probably restrict the uses that are allowed on that side, so we would rule out a certain number of businesses that would be allowed to operate on that site if it were rezoned.

Conville: One more comment.

Miller: Please speak up. I will bring you the microphone.

Conville: If this is a problem for you, contact the mayor and ask him to make sure we have adequate audio. This has been a problem for 30 years and we need a specific meeting place too. Thank you. I am thinking of the proposal for the shopping center near Petro Motors out west, remember? A few months back? There was a problem with the plan being a piece-meal development. So we have a commitment for a Starbucks. We do not really know what is going to be in the rest of it and exactly where the streets are going to be and I am attracted to the notion of avoiding piecemeal development of Broadway Drive. If Broadway is in need of rehabbing and it obviously is, it presents a problem to me with doing this and then doing something else on another parcel with no long-term plan, so that is what the problem to me about the proposal, not the content of the proposal, but the fact that we would be entering into a piecemeal development of about two miles that is going to be a very serious and big project for the city because it is so large and the recent exit of the automobile industry. Thank you.

Miller: Commissioners, any other thoughts or questions.

Hinton: I just wondered if they had looked at other developments besides this one spot.

Miller: Did you need me to reopen the public meeting or are you just...

Hinton: I was just wondering because I was just wondering if there is available real estate besides this one spot for there facility, because there are a lot of empty buildings around town.

Satcher: There are a lot of B5 out there, or B3 rather.

Miller: Do any other commissioners view this as if not spot zoning, spottish zoning maybe related to Commissioner Conville's questions.

Hinton: I do think that it feels like spot zoning, and I feel echo what Dr. Conville said that I love the concept of this and I am very much in favor of treatment facilities of this nature and I am not opposed to it being in that spot even, and I certainly hear everybody else. I just don't think it is wise to rezone that any

Hinton: I did and I, while everybody was speaking, I was looking up these definitions. It seems like we have got three different types of these facilities and there is really not very much clarity on the difference, so I am looking at care center facility, which would be permitted as zoned with conditions. The only definition there says a care center enrolling five or more persons, you know, as opposed to a care center home which is up to four persons and then the only exclusions from care center facility are educational type facilities - kindergartens, nursery schools, head start, etc. so why couldn't this then... what is it to keep this facility from operating under the term care center facility?

Miller: Excuse me Commissioner Hinton, you might want to...

Hinton: It doesn't work.

Miller: I doesn't work?

Long: So the care center and care home is more associated with daycares and a head start facility as an example of a care center facility.

Hinton: It says excluded from this definition is any facility operating as, I'm reading off page 155, care center facility.

Long: Care center facility has been used for types of daycares, so an in-home care facility which is the definition above that, would be a home daycare by less than five people, five people or less, whatever, it is less than five people, so four people or less. So you know, Mr. Gladden decides to open up a daycare in his home and he can have a home occupation.

Hinton: I think what I was, I'm confused. I am not reading that as a category. Care center, care center home, care center facility. I think we have got a lot of ambiguities in the way these definitions are written.

Long: Correct.

Hinton: Because my question is, and then over in rehab facility, those are likewise allowed in B5 with conditions and I can't

Long: And there is no definition for that as well.

Hinton: Can we not fit this operation into one of things that does not require rezoning is my... just my theoretical hypothetical question, not a, something for us to think about. Was there a reason why you pigeonholed it into a group care and not one of these other two?

Long: Because we have a definition for group care and we did not have a definition for the other ones. And so, when it comes to recent state law cases, that have gone to supreme court, you have to have definitions, not the way you understand it, not the way you have always acted on it, but what is actually defined and what is written pretty much in black and white. And so, seeing as how we did not have a category for that, and that is kind of lumped together with other type of professional healthcare services with rehabilitation, nursing care, assisted living, congregate care, palliative care, and hospice care, those would, most of those if not all of those would require certified health professionals, we lumped it under a group care facility. I realize that is kind of a point of discussion right now, but during the pre-application phase, the pre-application also is a consultation meeting. See attached that this is the route that we were going to take and the applicant filled out the applications on those terms, and so, I'm sorry, I don't mean to cut you off, but I don't, they did not appeal the decision of the definition that they were lumped under,

36 ATTORNEY QUESTIONED LIGHTHOUSE, WHY ARE YOU REZONING? THE CITY ASKED LIGHTHOUSE TO REZONE!

Mr. Miller: Excuse me, Commissioner Conville was...

Conville: Mr. Satcher, what was that about certified?

Satcher: It would include a specific treatment providing less than primary healthcare by staff appropriately certified or licensed to provide such treatment.

Conville: Whose business it is to ensure that quality? Is it the state? Is it? My question was in the definition of care facility, it talks about appropriately certified staff and so I ask whose business is that to ensure that is the case at Lighthouse. Do we know?

Satcher: We would review their case as... this is the way that we have interpreted how they would, how we could classify them and we would review their business as it comes in through the pre-application and then if there is still a clarification that we would need to assure this and how this is clarified, then that is what we would communicate with the applicant.

Conville: So we do not have a definition of certified, do we?

Satcher: Not in our land development code or how it relates to this.

Hinton: I had a different reading of that. I read it as it is a care home that provides "less than primary health care by staff appropriately certified," meaning that it does not reach that level. In other words, it could be staffed by clergy, non-certified, non-licensed. I think there are two readings to that, and I think, I don't know which interpretation.

Satcher: This would be less than certified, less than certified.

Hinton: Less than, so meaning it does not require a certified licensed clinician. Is that correct? Am I correct?

Satcher: It is.

Hinton: Okay.

Conville: It does not help me because we still do not know what appropriately certified means.

Hinton: But they do not have to be appropriately certified.

Conville: But it says appropriately certified.

Hinton: It says a care home provides less than primary care by staff.

Conville: That means they are not physicians then.

Satcher: Right. They are not physicians. They are not certified mental health providers. They are not sanctioned or licensed by the state; they would not have to be.

Conville: This is why there are courses in literature.

Miller: Commissioner Hinton, did you have a question?

Hinton: It just strikes me like for instant in definitions that here in Section 12 we do not even have a definition that says rehabilitation center and yet on page 40, in table 5.1, it says rehabilitation centers, so I think we really need to rethink these definitions; there is a lot of ambiguity for a layperson and I am an attorney but also just as a layperson on this committee, not serving as an attorney, I have got a lot of issues with the definitions. What's allowed and what's not allowed and which time you time you use which designations.

Long: Uh, trust me, I have found a few things that would be nice for us to clean up. But it is one of those things that is my opinion or my understanding that you think you have it as a use, listed in your chart of uses, you should probably just define.

Hinton: Yeah, but we are not.

Satcher: We are working through that. We ran into shifting priorities and so it is very difficult to address any one particular issue as these things are shifted.

Hinton: I might recommend just to the commission the idea that perhaps this facility could come back in another application process and maybe tweak a few things to try to fit into some category that it might already fit into without a rezoning.

Miller: Would it still require a conditional use in that case?

Hinton: I think both of the other ones do require conditional uses.

Miller: We could be back in exactly the same situation.

Hinton: If you know, we are not rezoning so much.

Miller: I do not think we would have any less opposition.

Hinton: No, I do not think so, but right now, they are just asking us to rezone and that is a much bigger issue than placing conditions on something that is permanent and with conditions.

Long: Right, because with the rezoning, we should have been discussing the change in character of the neighborhood and clear public need. I think we may have dabbled on some of those, but none of that was the focus of the topic.

Conville: On page 56 of our packet is the conditions of rezoning and the first one has to do with the change of circumstances and the wishes of the neighborhood and in addition to that, public need, if you give us a quick crammer on public need, visual is planning.

Long: Mr. Gladden, do you want to jump on the state law and how multiple court cases have dabbled around public need?

Gladden: I can speak to it generally for you, okay? In our state, we are going to be looking at what is in the public need for the City of Hattiesburg, totality speaking, not what is in terms of public need for part of a neighborhood, part of a street, we are looking at a totality. It is beneficial to the City of Hattiesburg and that has to be proven in the evidence presented by the petitioner. It is not something you have to conjure up. If it is not presented by the petitioner, you have nothing to work with. That is the burden of proof of the petitioner, same way of showing the burden of proof for the change of the character in the

THE COTTAGES – MULTIPLE BUILDINGS THAT CAN BE USED FOR MULTIPLE PURPOSES



NAICS Code Description

NAICS Code/Keyword Search



623990 - Other Residential Care Facilities

Top Businesses by Annual Sales for 623990 – Click for Complete Profiles:

Southwest Key Programs Inc	Casey Family Programs
Lavie Care Centers LLC	Willow Valley Communities
Father Flanagan's Boys Home	Central City Concern
Youth Villages Inc	Bexar Cnty Bd Trstees For Mnta
New York Foundling Hospital	Aegis Senior Communities LLC

This industry comprises establishments primarily engaged in providing residential care (except residential intellectual and developmental disability facilities, residential mental health and substance abuse facilities,

continuing care retirement communities, and assisted living facilities for the elderly). These establishments also provide supervision and personal care services.

Illustrative Examples:

Boot or disciplinary camps (except correctional) for delinquent youth
Group homes for the hearing or visually impaired
Child group foster homes
Delinquent youth halfway group homes
Halfway group homes for delinquents or ex-offenders
Homes for unwed mothers
Group homes for the disabled without nursing care
Orphanages

Cross-References.

- Residential intellectual and developmental disability facilities are classified in Industry [623210](#), Residential Intellectual and Developmental Disability Facilities;
- Continuing care retirement communities are classified in U.S. Industry [623311](#), Continuing Care Retirement Communities;
- Residential mental health and substance abuse facilities are classified in Industry [623220](#), Residential Mental Health and Substance Abuse Facilities;
- Assisted living facilities for the elderly without nursing care are classified in U.S. Industry [623312](#), Assisted Living Facilities for the Elderly;
- Establishments primarily engaged in providing inpatient nursing and rehabilitative services are classified in Industry [623110](#), Nursing Care Facilities (Skilled Nursing Facilities);
- Establishments primarily engaged in providing temporary shelter are classified in U.S. Industry [624221](#), Temporary Shelters;
- Privately operated correctional facilities are classified in Industry [561210](#), Facilities Support Services; and
- Government operated correctional facilities and camps are classified in

Industry **922140**, Correctional Institutions.

<u>2007</u> <u>NAICS</u>	<u>2012</u> <u>NAICS</u>	<u>2017</u> <u>NAICS</u>	<u>2022</u> <u>NAICS</u>	<u>Index Entries for 623990</u>
623990	623990	623990	623990	Boot camps for delinquent youth
623990	623990	623990	623990	Boys' and girls' residential facilities (e.g., homes, ranches, villages)
623990	623990	623990	623990	Camps, boot or disciplinary (except correctional), for delinquent youth
623990	623990	623990	623990	Child group foster homes
623990	623990	623990	623990	Children's villages
623990	623990	623990	623990	Delinquent youth halfway group homes
623990	623990	623990	623990	Disciplinary camps for delinquent youth
623990	623990	623990	623990	Group foster homes for children
623990	623990	623990	623990	Group homes for the hearing impaired
623990	623990	623990	623990	Group homes for the visually impaired
623990	623990	623990	623990	Halfway group homes for delinquents and ex-offenders
623990	623990	623990	623990	Homes for children with health care incidental
623990	623990	623990	623990	Homes for unwed mothers
623990	623990	623990	623990	Juvenile halfway group homes
623990	623990	623990	623990	Orphanages

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health and substance abuse facilities, continuing care retirement communities, and assisted living facilities for the elderly). These establishments also provide supervision and personal care services.

Illustrative Examples:

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623990	623990	623990	623990	Boot camp for delinquent youth
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623990	623990	623990	623990	Camps, or discipline (except correctional for delinquent youth)
623990	623990	623990	623990	Child group foster homes
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812199 	Other Personal Care Services 	Color consu servic perso servic
623990 	Other Residential Care Facilities 	Home childr healt incide
621610	Privacy & Cookies Policy	Home elder

**Forrest/Perry County Adult Drug Court**

TWELFTH CIRCUIT COURT DISTRICT

ROBERT B. HELFRICH
CIRCUIT COURT JUDGE**KAMEKIA ADAMS**
PROBATION OFFICER**DEREK JONES**
PROBATION OFFICER**LUCY B. DAVENPORT**
COORDINATOR**JONATHAN HARRISON**
PROBATION OFFICER

July 2, 2024

Mr. Kenneth Thronson
Lighthouse Ministries
204 Eupora Street
Hattiesburg, MS 39401

Dear Mr. Thronson:

The Forrest/Perry County Adult Drug-DUI-Veterans Court is pleased to support Lighthouse Ministries in efforts to expand the Lighthouse Ministries Program to serve men as well as women. The mission of the Forrest/Perry County Adult Drug Court is to enhance public safety and save the taxpayer money by providing a structured and accountable alternative to incarceration for non-violent offenders with the disease of substance abuse and chemical dependency; to enhance the health and lives of the offenders and their families by providing court-supervised treatment and rehabilitation to allow them to return to society as productive tax-paying citizens.

The Forrest/Perry County Adult Drug-DUI-Veterans Court currently has 220 participants and is rapidly growing. We average approximately 50 new participants yearly, over half of whom are homeless. To better enhance the lives of the offenders, there is a great need for housing, education, alcohol and drug counseling as well as mental well-being education and life skills training. Lighthouse Ministries can meet these needs.

We have enjoyed working with Lighthouse Ministries in the past and look forward to working with them in the future. I believe this partnership will continue to produce positive results for Forrest and Perry Counties as well as the surrounding communities.

Sincerely,

Lucy B. Davenport



THE Light+HOUSE

HOPE. STABILITY. NEW BEGINNINGS.

The Cottages

A men's recovery and job training program

Sharing the love of Jesus Christ by meeting the
spiritual and physical needs of the less fortunate

INTERNAL ADVISORY SERVICE
P.O. BOX 2500
CHICAGO, IL 60601

DATE: APR 20 2006

INTERNATIONAL RESOURCES MISSION INC
C/O ROBERT V. LUTHELMAN JR
PO BOX 3740
ANN ARBOR, MI 48106-0374

DESIGNATION OF THE TRUSTEES

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CHICAGO, IL 60601

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C/O ROBERT V. LUTHELMAN JR

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REPLY TO: INTERNATIONAL RESOURCES MISSION INC

P.O. BOX 2500

CHICAGO, IL 60601

NAME:

INTERNATIONAL RESOURCES MISSION INC

C/O ROBERT V. LUTHELMAN JR

This is our designation letter from the IRS for Lighthouse Non-Profit Status.

Dear Mr. Robert:

We are pleased to inform you that, upon review of your application for non-profit status, we have determined that you are eligible for non-profit status. We have reviewed your application and the information you provided, and we are satisfied that you meet the requirements for non-profit status. We are pleased to inform you that you have been designated as a non-profit organization by the IRS.

We are pleased to inform you that, upon review of your application for non-profit status, we have determined that you are eligible for non-profit status. We have reviewed your application and the information you provided, and we are satisfied that you meet the requirements for non-profit status. We are pleased to inform you that you have been designated as a non-profit organization by the IRS.

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Sincerely,
Lighthouse Non-Profit

LIGHTHOUSE RESCUE MISSION, INC.

FIN 20-3606094

FORM 1021 - APPLICATION FOR RECOGNITION OF EXEMPTION

Part IV. Narrative Description of Activities

The Corporation is organized exclusively for charitable, religious, religious, literary, educational and scientific purposes as set forth in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of such Code.

The Corporation is a newly formed entity and has no past or present activities. All of the Corporation's activities are planned activities.

All of the Corporation's activities will be conducted by and through its Board of Directors.

The Corporation will conduct its activities in a facility in Hattiesburg, Mississippi.

The charitable purposes for which the Corporation is organized and operated will be for the primary purpose of providing relief to the homeless, poor and/or underprivileged.

Specifically, the Corporation intends to fulfill its purpose through the following activities: Day Shelter, Overnight Shelter, Rehabilitation Programs, Second Chance Church, and Outreach Programs.

There will be no charge to any of the recipients of the services provided by the Corporation. All expenses for the Corporation to provide the facility and provide services and programs offered to the recipients will be paid for by charitable contributions received by the Corporation.

Day Shelter

The Corporation will operate a facility for the homeless to provide a shelter, a laundry facility, and a meal.

Overnight Shelter

The Corporation will provide a facility to house homeless families and a separate facility for adults and females. All services offered at the day shelter will also be offered to those utilizing the overnight shelter.

**This is Lighthouse's application
for tax exemption status.**

Rehabilitation Program:

The Corporation intends to provide a rehabilitation counselor to be paid by the Corporation to provide a Biblically based alcohol and drug rehabilitation program

Second Chance Church

The Corporation will provide a facility for a nightly chapel open to the beneficiaries of its charitable activities, specifically targeting those persons who may not feel comfortable in a traditional church setting.

Basic Educational Services:

Based upon research that shows that people are four times more likely to be homeless because of poor management than because of losing government benefits, the Corporation will seek to offer basic educational services, including reading programs, money management classes and GED (General Equivalency Diploma) classes.

Outreach Program

The Corporation will seek to reach out to those persons attending its other activities and to the community at large, particularly those individuals in the community who have suffered tragedies in their lives, such as victims of Hurricane Katrina. In all opportunities for which the Corporation is able to minister to the poor or underprivileged, the Corporation will seek to show the love of Christ by offering clothing and job-related information.

Services Planned for the Future

The Corporation will endeavor to one day provide a small clinic for basic medical care and basic legal services and advice to the poor and underprivileged in the area.

**This is where Lighthouse applied for a
rehabilitation program
Under our tax-exempt status. 501(c)3**

care facility. The petitioner currently operates the Lighthouse Rescue Mission located at 204 Eupora Street in Hattiesburg, and the group care facility would operate similarly to the Lighthouse Rescue Mission, but for men only. The petitioner proposed no changes to the layout of the property or any additions that would trigger a site plan review. There is also no intent by the petitioner to remove any of the existing fencing that surrounds the property as a way to maintain privacy for the occupants.

Group Care Facilities are not permitted in a B-5 Zoning district, where the highest commercial classification they can be conditionally approved in is a B-3, Community Business District. Group care facilities and homes require conditional use approvals and are not permitted by right in any zone.

Downzoning of the property to a B-3 aligns better with the future land use map for the entire Broadway Corridor, which calls it to develop as a "Community Business Corridor." Multiple properties that front Broadway Drive now are also zoned B-3, but a large portion of the corridor is zoned B-5. Commissioners can add conditions for use as needed for the proposed use. The Commission can further restrict the number of residents if deemed necessary. All aspects of how a business operates should be taken into consideration for conditional use requests in regards to the location and surrounding neighborhood.

Option:

Basis for approval (Zoning Change):

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

12.3.3.2 Additional Approval Criteria. The applicant for a request for the Planning Commission to approve a use shall be required to demonstrate that his/her proposal addresses the following additional requirements, except that the Planning Commission may waive any one or more criteria that it determines are not applicable based upon the expected impact of the proposal.

- i. Determination that adequate public facilities and services will be available concurrent with the impacts of the development as evidenced by letters of sufficiency from utilities and schools and a determination by the city engineer that the available capacity of existing streets can safely provide access to the site.
- ii. The proposed development will be compatible with surrounding uses and will protect adjacent properties through the following measures:

- Protection of privacy. The proposed plan shall provide reasonable visual and auditory privacy for all dwelling units

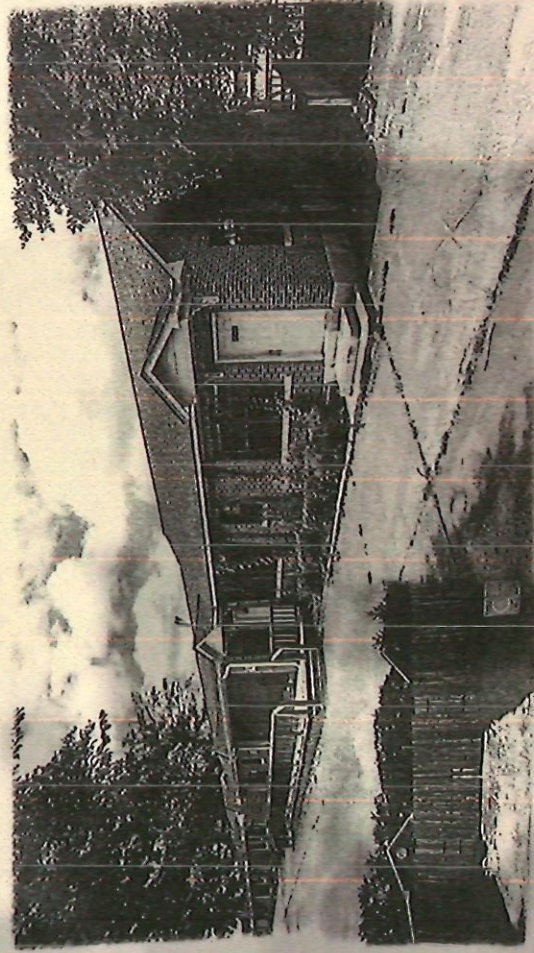
This is where city planning stated
their desire for us to rezone to better align
with the future land use map for
Broadway Drive.

SUBJECT PARCEL:

408 Broadway Dr—**Lighthouse Men's Rehabilitation Program**

Kenneth Thronson and John Guice, Applicants.

The petitioners request rezoning of the property located at 408 Broadway Drive from a B-5, Regional Business to a B-3, Community Business. The applicants also request a conditional use for a "Group Care Facility/Home" in a B-3, contingent upon the approval of the rezone request for the same property (PPIN 21766, Parcel No.: 2-038D-16-026.00, Forrest County, Ward 4).



This is the first page of the
PowerPoint that the city presented to the
Planning Commission
acknowledging Lighthouse as a
rehabilitation program.

Exhibit A

For zoning change:

On behalf of The Lighthouse Rescue Mission, a 501(c)(3) Christian-based charity, we extend our gratitude for your consideration of this significant proposal. Our mission is to provide crucial support to individuals grappling with drug addiction, and we are poised to extend our impact within the community. We seek to acquire a property currently zoned as B-5, a site that boasts a notable history as a rehabilitation center. Our aim is to honor and revitalize this legacy by transforming this property into a center for recovery.

Although the existing B-5 zoning permits the operation of rehabilitation centers, it does not directly cater for the model that the city's pre-application committee has defined for our proposal. The committee designated our planned use as a "group facility." However, it's crucial to note that our intended model, which includes providing individual cottages within a supportive community, is essentially an evolution of the property's original purpose as a rehabilitation center.

The neighborhood has experienced considerable transformation in recent years, marked primarily by the departure of various businesses and car dealerships. This has left a number of properties vacant, disrupting community dynamics and leading to unfortunate instances of property misuse, as evidenced by the recent break-ins and vandalism at the property in question.

This shift in circumstances and the ensuing problems associated with vacant properties illustrate a material change in the neighborhood's conditions, fulfilling the necessary criteria for rezoning. They underscore the urgent need for the positive and productive use of such properties. Our proposed project aims to breathe new life into this vacant property, fulfilling a critical community need and actively mitigating the negative trends that have emerged recently.

The property's historical role as a rehabilitation center makes it ideally suited for our intended use. The existing structures and the neighborhood's familiarity with the property's function are significant advantages. We do not plan to construct new buildings; instead, we intend to renovate and repair the existing infrastructure to reverse the damage it has sustained and ensure the facility meets our standards for safety and comfort.

Looking at the broader context, our proposed facility responds to a pressing community need. The widespread effects of drug addiction impact individuals, families, and the wider community.

This is our application where we disagreed
with labeling Lighthouse as a group home.
(See Slides 3, 4, 5, & 6)

Our facility will provide a structured environment for recovery, serving as a beacon of hope for those striving to overcome addiction.

Moreover, our facility will significantly contribute to alleviating the strain on healthcare systems, law enforcement, and social services. It serves a dual purpose: providing vital resources for individuals on their journey to recovery and helping mitigate the broader social and economic issues associated with addiction.

In conclusion, the rezoning of this property to accommodate its use aligns with the property's history and responds to the evolving needs of our community. By transforming this vacant property into a center of recovery and hope, we can restore its function and contribute positively to the community.

We kindly request your support for this endeavor, as we remain steadfast in our commitment to enhancing the wellbeing of our community. Thank you for your time and consideration.

Application Continued

For conditional use:

EXHIBIT A

1. Yes or N/A, there are no listed use conditions in the Mattesburg land code for group facility.
2. Upon rehabilitating the existing structures on the property, we can expect a reasonable increase in the usage of utilities such as water, electricity, and waste disposal systems. This increase will be proportional to the demand associated with any occupied property and should be comfortably accommodated by the existing municipal systems.

Moreover, our mission to transform this property into a recovery center will significantly benefit public facilities. By providing a structured environment for those battling drug addiction, we anticipate a decrease in emergency room visits, police encounters, and the strain on other social services often burdened by untreated addiction. Essentially, our services will work to alleviate the pressure on public facilities and resources, offering a supportive pathway to recovery for those in need. In terms of safety and community well-being, transforming the property into a recovery center will prevent it from remaining vacant, thus mitigating the potential for vandalism and other illicit activities. This proactive measure can help reduce the strain on law enforcement and community resources.

3. The size of the site is indeed well-suited for our proposed use as a recovery center. This conclusion is drawn not only from our careful assessment but also from the property's successful past utilization as a rehabilitation center by Pine Grove.

The property's existing layout, including individual cottages and common areas, aligns seamlessly with our intended model of providing a supportive living community for individuals on their journey to recovery. The individual cottages offer residents a level of privacy and personal space crucial for recovery, while the common areas facilitate community building, group therapy, and shared activities - all vital components of the recovery process.

Importantly, we have no plans to construct new buildings, as the existing structures adequately serve our needs. We will, however, undertake necessary updates and repairs to ensure the facility is safe, comfortable, and conducive to recovery. The size of the property allows for these renovations without necessitating any significant changes to the site's footprint.

In summary, the size and layout of the site are inherently conducive to its proposed use. The property's past successful operation under Pine Grove as a rehabilitation center further underlines its suitability. Our vision for the site is essentially an extension of its

historical purpose, optimally utilizing the existing structures and space to provide a much-needed service to our community.

4. Given the nature of the proposed use of the site as a recovery center, there will indeed be additional vehicle traffic associated with the facility's operation. This will mainly consist of staff arrivals and departures, deliveries of goods and supplies, and transportation for residents to and from their workplaces in the later stages of their recovery program.

While residents themselves will not have personal vehicles on-site, transport will be arranged as needed for work, medical appointments, and other necessary outings. However, it will be minimal impact on local traffic patterns.

It's important to mention that the property's previous use as a rehabilitation center implies that the local traffic infrastructure is already equipped to handle this level of activity. Moreover, our traffic will be spread throughout the day to avoid contributing to peak hour congestion. As for pedestrian traffic, given the nature of our program and the restrictions on residents' movement, we do not anticipate any significant increase.

In summary, while there will be some additional vehicle traffic due to the facility's operation, we anticipate it will be well within the capacity of the existing infrastructure, and we will take measures to minimize any potential impact on local traffic.

5. No

6. At its peak capacity, the recovery center anticipates hosting up to 65 individuals daily. This figure encompasses both employees working at the center and the men in the recovery program. This number aligns with the historical usage of the property when it functioned as a rehabilitation center under Pine Grove, thus we do not anticipate exceeding its previous maximum capacity.

Given the property's layout and previous function, there is ample parking available to accommodate the anticipated traffic without causing congestion or requiring any additional construction. The site boasts parking spaces in front of the individual cottages and adjacent to the main building, ensuring a smooth flow of vehicle movement.

In summary, while we anticipate a regular flow of individuals, both employees and those in recovery, the property is adequately prepared to handle this level of occupancy. Its prior successful operation as a rehabilitation center provides a valuable benchmark for our proposed use, and the existing parking facilities are more than sufficient to cater to our needs.

Application Continued

SECTION 13. DEFINITIONS

13.1 Rules of Construction: Interpretation.

To help interpret and apply this Code, the following rules shall apply:

- The particular controls the general.
- The words "shall" or "must" are always mandatory and not permissive. The words "may" and "should" are permissive not mandatory and are at the discretion of the decision-makers.
- Words used in the present tense include the future tense; words used in the future tense include the present tense.
- Words in the singular include the plural; words used in the plural include the singular.
- Words of one gender include the other gender, unless the context clearly indicates otherwise.
- Unless otherwise indicated, the term "days" means days the City is open for business.
- In computing any period of time prescribed or allowed by this Code, the day of the notice or final application, after which the designated period of time begins to run, is not to be included. Further, the last day is to be included unless it is not a working day, in which event the period runs until the next working day.
- The word "structure" includes the words "building" and "accessory structure."
- The word "street" includes the words "road" and "highway."
- The word "person" includes an individual, firm, association, organization, partnership, corporation, company, trust, governmental unit, and any combination thereof.
- The words "Land Development Code," "Code," and "LDC" shall mean the Official Land Development Code of the City of Hattiesburg.
- The words "zoning map" or "Official Zoning Map" shall mean the Official Zoning Map of the City of Hattiesburg.

13.2 Definitions.

Unless otherwise defined within the text of this Code, the following definitions shall be used for interpretation. Words and terms used but not defined within this Code shall have their customary dictionary meaning.

Abandoned Vehicle or Junked Vehicle: Any vehicle which is without current license tag and/or which is (a) wrecked, (b) dismantled, (c) partially dismantled, or (d) inoperative. Storage shall mean being on or occupying the premises for 30 days or more.

Abandoned Personal Property or Junk: Any scrap, waste, reclaimable material or debris, whether or not stored or used in conjunction with dismantling.

As amended through 09.08.20

The City Planning also stated that they designated Lighthouse as a group home/center because there was not a definition for rehabilitation in the Land Development Code Book. (See page 151)
(Read Procedure to use Dictionary)

79151

rehab

['ri,hæb]

Definition of Rehabilitation According to Online Dictionary

- 1 rehabilitation, especially a program or facility for treating persons addicted to drugs or alcohol or recovering from certain medical conditions:
He's been sober since coming out of rehab.
She checked into rehab after suffering a stroke.
 - 2 a rehabilitated building.
 - adjective
 - 3 of or relating to rehabilitation:
funds for new rehab projects in the city.
- verb (used with object), re-habbed, re-hab-bing.**

SECTION 5 USE REGULATIONS AND CONDITIONS

5.1 Establishment of a Table of Uses for Base Zoning

Districts

The uses permitted in the base zoning districts established by Section 4 are set forth in Table 5.1, Table of Uses and repeated in the base zoning district. Whenever there is a conflict between what is listed in the Table of Uses and the base zoning district, the Table of Uses shall govern.

5.3.3

Symbols.

Permitted - Where the symbol "■" is shown, the use to which it refers is permitted as a "use by right" in the indicated district, provided it complies fully with all applicable development standards of this chapter.

5.3.3.1

5.2 Determination of Use Category.

The Director shall make a determination as to whether or not any proposed use is permitted within Hattiesburg's zoning jurisdiction, based on the uses listed in the Table of Uses. (Whenever it is not clear whether a proposed use is or is not permitted, the Director shall consult the purpose statement for each district and the latest version of the North American Industrial Classification System (NAICS) to help make a determination. Any use not specifically listed in the Permitted Uses Table and any proposed use not substantially similar to a listed use as determined by the Director after consultation may be considered a "Conditional Use" and will require review by the Hattiesburg Planning Commission.

5.3.3.2

Permitted with Conditions - Where the symbol "□" is shown, the use to which it refers is permitted subject to use specific conditions contained in this section.

5.3.3.3

Conditional Use - Where the symbol "◆" is shown, the use to which it refers must be approved by the Planning Commission and is subject to any use specific conditions of this Code.

5.3.3.4

Not Permitted - Where an "x" is shown on the table, the use to which it refers is not permitted in the indicated district.

5.3 Table of Uses.

5.3.1 In General. The following table lists uses permitted in each standard zoning district by a) approval by the Director with or without conditions; and, b) approval by the Planning Commission with or without conditions. The table also denotes in which districts certain uses are not permitted.

5.3.2 Districts - The Table of Uses lists uses for each base zoning district within the City's zoning jurisdiction. Planned, Overlay and Form Based Districts are not listed in the table. The Historic District and Floodplain District are overlay districts within which uses allowed shall be governed by the underlying district. Uses within Planned Mixed-Use District are established on a case-by-case basis consistent with an adopted plan for the area if one exists. The intent of the Comprehensive Plan and the list of acceptable

As amended through 09.08.20

If still uncertain after using the dictionary, city planning can also Refer to the **LATEST EDITION** of NAICS to help make a determination.
(There is no year of NAICS suggested to use.)

Google play - Google Search

Google play - barackobama56

Google play - North American Industry Classi

NAICS & SIC Identification Tool

← → ↻

census.gov/naics/?input=rehabilitation&year=2012

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Main

History

Development Partners

Federal Register Notices

FAQs

Reference Files

Search Results

NAICS

NAICS Search

Enter keyword or 2-5 digit code

2022 NAICS Search

Go

Enter keyword or 2-5 digit code

2017 NAICS Search

Go

Enter keyword or 2-5 digit code

Go

Search Results

2012 NAICS Definition

T = Canadian, Mexican, and United States industries are comparable.

Search results for: rehabilitation

Number of records found: 19

237120 Pipeline rehabilitation contractors

611110 Schools for the intellectually and developmentally disabled (except preschool, job training, vocational rehabilitation)

622210 Alcoholism rehabilitation hospitals

622210 Drug addiction rehabilitation hospitals

622210 Rehabilitation hospitals, alcoholism and drug addiction

622310 Physical rehabilitation hospitals

2022 NAICS Manual

Search

Reference Files

Announcer

Is this page helpful?

Yes

No

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EST PM 11/22/2023

List of organizations
That fall under
Rehabilitation (2012)

NAICS Search

Enter keyword or 2-5 digit code

2022 NAICS Search Go

Enter keyword or 2-5 digit code

2017 NAICS Search Go

Enter keyword or 2-5 digit code

Go

Search Results

622310	Rehabilitation hospitals (except alcoholism, drug addiction)
623220	Alcoholism rehabilitation facilities (except licensed hospitals), residential
623220	Drug addiction rehabilitation facilities (except licensed hospitals), residential
624190	Exoffender rehabilitation agencies
624190	Rehabilitation agencies for offenders
624310	Job counseling, vocational rehabilitation or habilitation
624310	Job training, vocational rehabilitation or habilitation
624310	Rehabilitation job counseling and training, vocational
624310	Vocational rehabilitation agencies
624310	Vocational rehabilitation job counseling

List of organizations
That fall under
Rehabilitation (2012)

NAICS Search

Enter keyword or 2-6 digit code

2022 NAICS Search Go

Enter keyword or 2-6 digit code

2017 NAICS Search Go

Enter keyword or 2-6 digit code

Go

Search Results

624190	Rehabilitation agencies for offenders
624310	Job counseling, vocational rehabilitation or habilitation
624310	Job training, vocational rehabilitation or habilitation
624310	Rehabilitation job counseling and training, vocational
624310	Vocational rehabilitation agencies
624310	Vocational rehabilitation job counseling
624310	Vocational rehabilitation job training facilities (except schools)
624310	Vocational rehabilitation or habilitation services (e.g., job counseling, job training, work experience)
922150	Rehabilitation services, correctional, government

List of organizations
That fall under
Rehabilitation (2012)

lakers prayer · Google Search

no subject · burlington96

CB North American Industry Class

NAICS & SIC Identification Tool

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census.gov/naics/?input=rehabilitation&year=2017

2022 NAICS Search

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Enter keyword or 2-4 digit code

2022 NAICS Search

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Enter keyword or 2-4 digit code

2022 NAICS Search

Go

Enter keyword or 2-4 digit code

2022 NAICS Search

Go

2022 NAICS Manual

Search

Reference Files

Announcer

NAICS Search

Search Results

2017 NAICS Definition

T = Canadian, Mexican, and United States industries are comparable.

Search results for: rehabilitation

Number of records found: 19

237120 Pipeline rehabilitation contractors

611110 Schools for the intellectually and developmentally disabled (except preschool, job training, vocational rehabilitation)

622210 Alcoholism rehabilitation hospitals

622210 Drug addiction rehabilitation hospitals

622210 Rehabilitation hospitals, alcoholism and drug addiction

622310 Physical rehabilitation hospitals

List of organizations
That fall under
Rehabilitation (2017)

NAICS Search

Enter keyword or 2-6 digit code

2022 NAICS Search Go

Enter keyword or 2-6 digit code

2017 NAICS Search Go

Enter keyword or 2-6 digit code

2012 NAICS Search Go

Search Results

622310	Physical rehabilitation hospitals
622310	Rehabilitation hospitals (except alcoholism, drug addiction)
623220	Alcoholism rehabilitation facilities (except licensed hospitals), residential
623220	Drug addiction rehabilitation facilities (except licensed hospitals), residential
624190	Ex-offender rehabilitation agencies
624190	Rehabilitation agencies for offenders
624310	Job counseling, vocational rehabilitation or habilitation
624310	Job training, vocational rehabilitation or habilitation
624310	Rehabilitation job counseling and training, vocational
624310	Vocational rehabilitation agencies

List of organizations
That fall under
Rehabilitation (2017)

North American Industry Classification System

NAICS Search

Enter keyword or 2-6 digit code	GO
Enter keyword or 2-6 digit code	GO
2017 NALCS Search	GO
Enter keyword or 2-6 digit code	GO
2012 NALCS Search	GO

Search Results

2022 NAICS Definition

T = Canadian, Mexican, and United States industries are comparable.

Search results for: rehabilitation

Number of records found: 19

237120 Pipeline rehabilitation contractors

611110 Schools for the intellectually and developmentally disabled (except preschool, job training, vocational rehabilitation)

622210 Alcoholism rehabilitation hospitals

622210 Drug addiction rehabilitation hospitals

622210 Rehabilitation hospitals, alcoholism and drug addiction

622310 Physical rehabilitation hospitals

List of organizations
That fall under
Rehabilitation (2022)

North American Industry Classification System

NAICS

Search Results

Main History Development Partners Federal Register Notices

NAICS Search

Enter keyword or 2-6 digit code

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Enter keyword or 2-6 digit code

2017 NAICS Search

Go

Enter keyword or 2-6 digit code

2012 NAICS Search

Go

Search Results

622310	Rehabilitation hospitals (except alcoholism, drug addiction)
623220	Alcoholism rehabilitation facilities (except licensed hospitals), residential
623220	Drug addiction rehabilitation facilities (except licensed hospitals), residential
624190	Ex-offender rehabilitation agencies
624190	Rehabilitation agencies for offenders
624310	Job counseling, vocational rehabilitation or habilitation
624310	Job training, vocational rehabilitation or habilitation
624310	Rehabilitation job counseling and training, vocational
624310	Vocational rehabilitation agencies
624310	Vocational rehabilitation job counseling

List of organizations
That fall under
Rehabilitation (2022)

North American Industry Classification System

Main

History

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Federal Register Notices

FAQs

Reference Files

Search Results

NAPOS

NAICS Search

Enter keyword or 2-5 digit code

Enter keyword or 2-5 digit code

Enter keyword or 2-5 digit code

Search Results

624190	Rehabilitation agencies for offenders
624310	Job counseling, vocational rehabilitation or habilitation
624310	Job training, vocational rehabilitation or habilitation
624310	Rehabilitation job counseling and training, vocational
624310	Vocational rehabilitation agencies
624310	Vocational rehabilitation job counseling
624310	Vocational rehabilitation job training facilities (except schools)
624310	Vocational rehabilitation or habilitation services (e.g., job counseling, job training, work experience)
922150	Rehabilitation services, correctional, government

List of organizations
That fall under
Rehabilitation (2022)

2022 NAICS Definition

T = Canadian, Mexican, and United States industries are comparable.

623220 Residential Mental Health and Substance Abuse Facilities

This industry comprises establishments 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 support services offered. These establishments generally provide a wide range of social services in addition to counseling.

Illustrative Examples:

Alcoholism or drug addiction rehabilitation facilities (except licensed hospitals)
Psychiatric convalescent homes or hospitals
Mental health halfway houses
Residential group homes for the emotionally disturbed

Cross-References.

- Establishments primarily engaged in providing treatment of mental health and substance abuse illnesses on an exclusively outpatient basis are classified in Industry 621420, Outpatient Mental Health and Substance Abuse Centers;
- Establishments primarily engaged in providing residential care for persons with intellectual and developmental disabilities are classified in Industry 623210, Residential Intellectual and Developmental Disability Facilities;

This NAICS definition for rehabilitation
under Code 623220 for 2022

Is this page helpful?

Yes No

SECTION 12 - PROCESS AND PROCEDURES

Land Development Code

for a Conditional Use ceases to be used in a bona fide manner as a legal nonconforming use for continuous period of six consecutive calendar months;

iii. When a building designed or arranged for a conforming use shall cease to be used in a bona fide manner as a Conditional Use for a period of six consecutive calendar months.

12.3.4 Approved Site Plans. Whenever a site plan is required for an appeal, the site plan shall be reviewed for conformity with the requirements of this Code and, if approved, shall be binding on the property. The Site and Design Review Committee may approve minor variations to the site plan during construction to accommodate unforeseen onsite issues provided that those variations do not alter the location, character, use, function, capacity or offsite impacts of the project as determined by the Committee. Any significant change in a site plan shall require the applicant to apply for board approval using the same process and procedures required for original approval. Approved site plans are good for a maximum of one year unless a valid building permit exists for construction according to the site plan.

12.3.5 Application Requirements for Legislative Approval.

12.3.5.1 Pre-Application Review.

i. A pre-application review allows the staff to review and discuss a project with an applicant to provide general feedback and ideas. After a pre-application review, a development application may be submitted. If the Director determines there is little value to the applicant or staff for the requirement for a pre-application review, the Director may waive this requirement.

ii. A pre-application review will:

- Help the City understand the project and the applicant's objectives;

As amended through 09.08.20

- Identify required project approvals and processes;
- Identify submittal requirements including required documents, drawings, special studies, fees and other materials necessary for a complete application, and,
- Identify significant issues including Code related issues and physical constraints.

iii. The Site and Design Review Committee conducts the pre-application review.

Application Requirements.

i. During the pre-application review, required submittal materials to begin review of the project will be identified in checklist form including fees.

ii. The Director will determine if an application is complete. If it is not complete, the applicant will be notified and the submittal will be returned.

General Approval Criteria. No application will be approved unless all of the following criteria are satisfied.

- Compliance with the Hattiesburg Comprehensive Plan.
- Compliance with this Code.
- Conditions of any prior approvals.
- The availability of adequate public facilities and utilities concurrent with the development.
- The receipt of any applicable local, state and federal permits.

Procedures.

i. Once the Director determines an application is complete, the Site and Design Review Committee and representatives from City departments and divisions for compliance with City codes and policies

Under section 12.3.5.1, the application Review does not state anywhere in that Section that city planning has the authority To designate an organization anything Other than what the applicant communicates it is.



Search

(888) 589-3345

Help Is A Text Away

Program Certification In Mississippi

Private not-for-profit and for-profit drug and alcohol rehab programs do not have to be certified by the Department of Mental Health (DMH). Depending on the services they provide, they may be required to obtain certification from other programs in the state, including the Department of Human Services and Department of Rehabilitation Services.

Mississippi also offers an ID/DD Waiver for home-based programs that receive Medicaid funding. The waiver only applies to programs for individuals with intellectual or developmental disabilities, not to substance use disorder (SUD) treatment providers.

Certification of new drug and alcohol programs in Mississippi is a two-step process. Provider organizations must first be certified as a DMH provider. Then, providers need to certify their specific SUD program and each location where the program operates.

DMH conducts orientation of new service providers. The state also provides an on-site compliance review. In addition, service providers may be subject to a peer review and quality assurance program.

Community Mental Health Centers (CMHC)

Mississippi does not require
Non-profit to be licensed for a
Rehab center for drugs and alcohol

Addiction Recovery

Addiction Treatment

Adolescents

Aftercare

Alcohol

Alcohol Use and Cancer

Anxiety

Benzos

Blog

Cocaine

Depression

Detox

This is the twenty-third (23rd) edition of the **Mississippi Department of Mental Health's Division of Alcohol & Drug Addiction Services Resource Directory**.

Programs receiving funding from the Mississippi Department of Mental Health are required to be certified according to its Operational Standards for Mental Health, Intellectual/Developmental Disabilities and Substance Use Disorders Community Service Providers. Other programs may voluntarily apply for this certification. Certification by the Mississippi Department of Mental Health may involve the entire service provider or particular programs or service areas (i.e. residential services, DUI assessment, outpatient services, etc.). The service providers listed in this directory are certified by the Mississippi Department of Mental Health.

Wendy D. Bailey

Mississippi Department of Mental Health
Executive Director

Mississippi Department of Mental Health
1101 Robert E. Lee Building
239 North Lamar St.
Jackson, MS 39201
601-359-1288

Mississippi does not require
Non-profit to be licensed for a
Rehab center for drugs and alcohol

Lighthouse Rescue Mission, Inc.

Purpose

To provide relief to the homeless, poor, and under privileged by providing a day shelter, overnight shelter, rehabilitation programs, second chance church, and outreach programs.

Filing Information

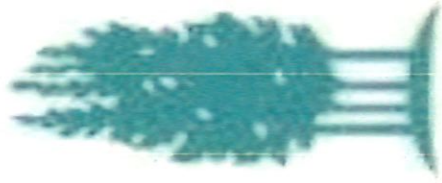
Filing Number: 100010223
Filing Status: Current - Registered
Initial Date Filed:
Expiration Date: 05/15/2024

Address

204 Eupora Street
Hattiesburg, MS 39401

Contact Information

Lighthouse Rescue Mission
Is registered with the state of
Mississippi as a rehabilitation center
and other



Pine Grove

Forrest Health®

- Men's Substance Treatment:
24 Beds
- Women's Center
(Beds also serve for trauma and compulsive behaviors):
21 Beds
- Child and Adolescent Unit:
30 Beds

The cost of treatment without insurance is \$19,500.

THE MISSISSIPPI OPIOID AND HEROIN DATA COLLABORATIVE



**Provisional Data Report
Calendar Year 2021**

Mississippi Board of Pharmacy
Mississippi Bureau of Narcotics
Mississippi State Department of Health
Mississippi Department of Mental Health
Mississippi Public Health Institute
5/10/2022

SUSPECTED DRUG OVERDOSE DEATHS

FINDINGS

- In 2021, 352 (71.7%) of the 491 suspected overdose deaths reported to the Mississippi Bureau of Narcotics (MBN) were opioid-related. The number of opioid-related deaths increased by 9% from 2020 to 2021, and the total number of overdose deaths increased by 10.8%.
- The number of deaths involving heroin decreased from 2020 (80 deaths) to 2021 (43 deaths) by 46.3%.
- The number of deaths involving fentanyl increased from 2020 (237 deaths) to 2021 (280 deaths) by 18.14%.
- There were 11.8 opioid-related overdose deaths per 100,000 persons reported to the Mississippi Bureau of Narcotics (MBN) in 2021.
- 187 (38%) of the 491 suspected overdose deaths involved methamphetamine.

Table 1. Number of Suspected Overdose Deaths Reported to MBN by Type of Involved Substance, MS, 2021*

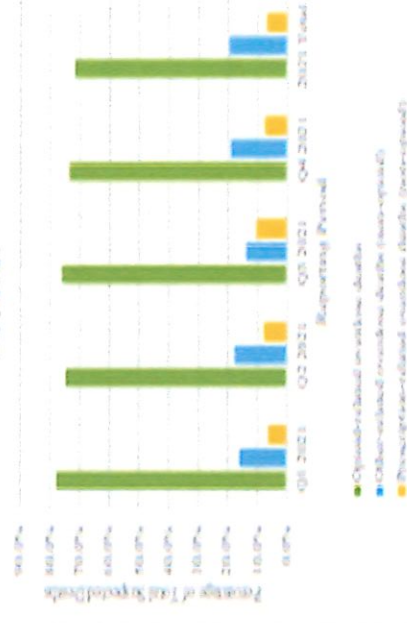
	Q1 2021	Q2 2021	Q3 2021	Q4 2021	2021 Total
Prescription opioid-related overdose	10	8	7	9	34
Fentanyl-related deaths	24	20	21	16	81
Fentanyl and prescription-related deaths	10	16	13	17	56
Heroin-related deaths	8	8	8	5	29
Heroin and prescription-related deaths	2	1	2	1	6
Heroin and fentanyl-related deaths	9	6	9	2	26
Total opioid-related overdose deaths	13	14	11	13	51
Other-related overdose deaths	5	6	8	5	24
Prescription-related overdose deaths	18	20	19	18	75
Total non-opioid related overdose deaths	81	79	79	68	297
Overall total suspected overdose deaths					491

CONSIDERATIONS: The accuracy assessment of drug-related findings depends on complete and high-quality data. The reliability of mortality data, however, is impacted by several constraints such as insufficient resources, training or time for performing thorough death investigations. In addition, Mississippi lacks a centralized system for collecting different entities involved in the completion and reporting of mortality data. Efficient collaboration among state and local law enforcement, health care providers, and standardized protocols for drug overdose investigation and reporting are measures that can improve drug-related mortality surveillance. It should also be noted that the MBN does not include a death in the event until a toxicology report has been completed; therefore, currently pending cases will result in increased numbers in the future.

Data Source: Drug-Related Mortality (Mississippi Bureau of Narcotics)

Print: Internal Data 8

Figure 4. Percentage of Total Suspected Deaths by Type of Involved Substance, MS, 2021



Mississippi has 491 suspected drug overdose deaths.

TREATMENT ADMISSIONS FOR OPIOID DISORDERS

FINDINGS

- Table 2 and Figure 8 report opioid-related admissions to facilities certified by the Department of Mental Health (DMH). The data was collected from clients served by the State Opioid Response (SOR) grant, which provides funding for substance use treatment services at reduced or no cost to *underinsured or uninsured* people.
- A total of 1,899 Mississippians were admitted in 2021 to community mental health centers for all substance use disorders and 1062 (see Table 2) for opioid use disorders (includes primary, secondary, and tertiary).
- Opioids were listed as the primary diagnosis for 727 (38.2%) of the 1,899 unique patients admitted in 2021.
- In Q3, the most patients (221) were admitted for opioid use disorder as a primary diagnosis; however, most people admitted in Q2 presented with all substance use disorders in Q2 (572).
- Figure 8 displays the total number of unique patients for whom opioids were a primary, secondary, or tertiary diagnosis. There was an increase in unique patients diagnosed with an opioid use disorder from Q1 to Q3, 2021 but a decrease in Q4.
- Due to the limited population, the persons featured in this data source are not a representative sample of the state's substance use or opioid use prevalence. This population, however, does provide a stringent test of program effectiveness.

CONSIDERATIONS: The actual number of unique patients in a heat estimate because patients can be admitted to multiple drug treatment programs, relapse, be re-admitted for a different treatment, or re-admitted as a different region.

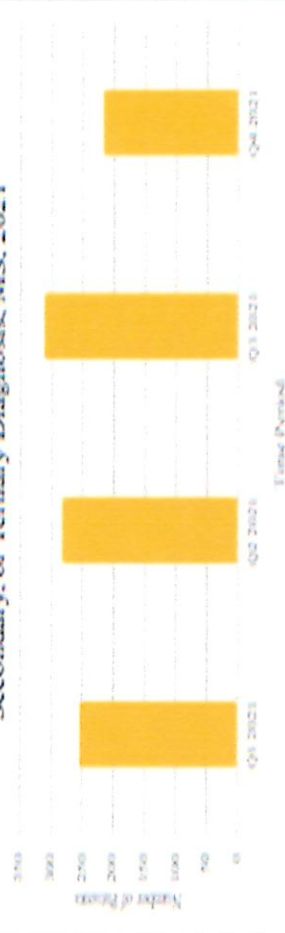
NOTE: In July 2020, a transition occurred from the historical reporting system to a SAMHSA-recommended statewide reporting system that produces more accurate data. Therefore, some reported numbers may reflect admission and patient misreporting.

Data Source: Treatment Admissions for Opioid Use Disorder (Mississippi Department of Mental Health)

Table 2: Unique Patients at Mental Health Facilities with Opioids as Primary, Secondary, or Tertiary Diagnosis, MS, 2021

	Q1 2021	Q2 2021	Q3 2021	Q4 2021	Total 2021
Primary	163	191	221	152	727
Secondary	68	77	72	53	270
Tertiary	22	14	18	11	65
Total	253	282	311	216	1062

Figure 8: Total Unique Patients with Opioids as Primary, Secondary, or Tertiary Diagnosis, MS, 2021



Preventational Data 7

Mississippi had 1,062 admissions for opioid disorders.

TREATMENT ADMISSIONS FOR OPIOID DISORDERS: TYPE OF OPIOID

FINDINGS

- Table 3 and Figure 9 report opioid-related admissions to facilities certified by the Department of Mental Health (DMH). The data was collected from clients served by the State Opioid Response (SOR) grant, which provides funding for substance use treatment services at reduced or no cost to underinsured or uninsured people.
- Table 3 and Figure 9 categorize the type of opioid involved in opioid-related admissions (primary, secondary, and tertiary diagnoses) to facilities certified by DMH.
- The "other opioids" category includes prescription opioids and constituted 67.8% of all opioid-related admissions in 2021. Heroin represented 32.2% of admissions.
- Q3 was the peak of opioid admissions (3099) while the lowest number of admissions was in Q4 (216).
- Due to the limited population, the persons featured in this data source are not a representative sample of the state's substance use or opioid use prevalence. This population, however, does provide a stringent test of program effectiveness.

CONSIDERATIONS: The actual number of unique patients in a local system because patients can be admitted to multiple drug treatment programs, relapse, be re-admitted for a different treatment, or re-admitted in a different region.

NOTE: In July 2020, a transition occurred from the bi-monthly reporting system to a SAMHSA-recommended statewide reporting system that produces more accurate data. Therefore, some reported numbers may reflect admission and patient miscounting.

Data Source: Treatment Admissions for Opioid Use Disorder (Mississippi Department of Mental Health)

Table 3: Number of Unique Opioid Patients by Type of Opioid, MS, 2021

	Q1 2021	Q2 2021	Q3 2021	Q4 2021	Total 2021
Heroin	89	95	87	69	340
Other Opioids	162	186	222	147	717

Figure 9: Percentage of Unique Opioid Patients according to Type of Opioid, MS, 2021



Mississippi had 340 total treatments for heroin.
Mississippi had 717 total for other opioids.
For a grand total of 1,057 people.

DRUG-RELATED CRIME DATA

FINDINGS

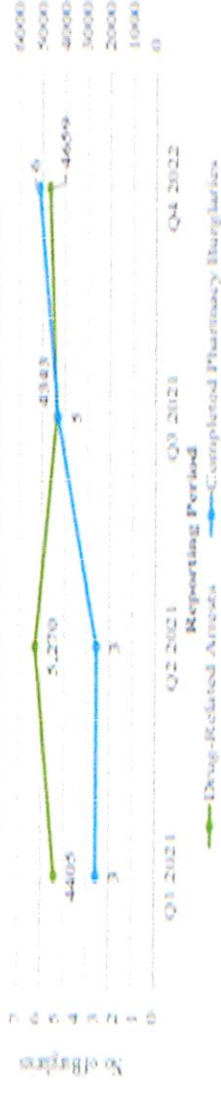
Drug-Related Arrests:

- The total number of drug-related arrests reported in 2021 was 18,688, which increased 13.1% from 2020 (16,523).
- In 2021, an average of 1,557 drug-related arrests were reported each month in Mississippi.
- There were 633 drug-related arrests per 100,000 persons reported to MHD in 2021.
- In 2021, the greatest numbers of drug-related arrests were reported in DeSoto (2209), Hinds (1527), and Harrison (1512) counties. They accounted for 30.6% of all drug-related arrests in Mississippi.

Pharmacy Burglaries:

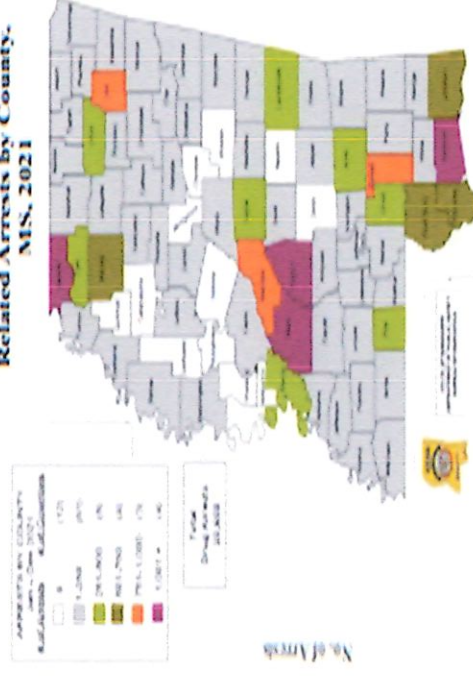
- In 2021, there were 18 completed pharmacy burglaries which was a decrease from 2020.
- There was a 43% decrease in completed pharmacy burglaries from 2020 (31) to 2021 (18).

FIGURE 11: DRUG-RELATED ARRESTS AND PHARMACY BURGLARIES BY QUARTER, MS, 2021



Data Source: Drug-Related Crime (Mississippi Bureau of Narcotics)

Figure 11. Number of Drug-Related Arrests by County, MS, 2021



Provisional Data 9

Mississippi had a total number of drug-related arrests of 18,688 with an increase of 13.1% from 2020. In 2020 Mississippi had an average of 1,557 drug related arrests per month.

[illegible]

Note: The asterisk * values in the table may signify either that cases of overdose deaths, substance administration, and drug-related crimes have not occurred or that such cases did occur but were not reported by the relevant authorities.

Data Sources: Drug-Related Mortality (Mississippi Bureau of Narcotics), Mississippi Emergency Medical Services (Mississippi State Department of Health), and Drug-Related Crime (Mississippi Bureau of Narcotics).

Project Manager: [Name]

Forrest County had 8 overdose deaths in 2021.

Forrest County had 10 EMS calls in 2021.

Forrest County had 820 drug-related arrests in 2021.

68.33 people per month in Forrest County are arrested on drug-related charges.

PROVISIONAL SYNDROMIC SURVEILLANCE EMERGENCY DEPARTMENT NONFATAL DRUG OVERDOSE

Table 8: Provisional Syndromic Surveillance Emergency Department Nonfatal Drug Overdose Data by Rate per 100,000 and by Count, MN, 2021

Safety District 1 (pop. = 437,823)	Number of Nonfatal Overdoses	Rate of Nonfatal Overdoses per 100,000 Persons	Safety District 6 (pop. = 232,763)	Number of Nonfatal Overdoses	Rate of Nonfatal Overdoses per 100,000 Persons
All Drug	1244	156.45	All Drug	462	283.56
Opioid	268	32.63	Opioid	102	43.82
Heroin	45	7.66	Heroin	4	2.58
Stimulants	3	5.86	Stimulants	23	13.22
Safety District 2 (pop. = 233,704)	474	224.26	Safety District 7 (pop. = 166,417)	Number of Nonfatal Overdoses	Rate of Nonfatal Overdoses per 100,000 Persons
All Drug	73	33.56	All Drug	796	257.46
Opioid	11	5.25	Opioid	138	45.84
Heroin	1	0.47	Heroin	23	18.12
Stimulants	25	12.24	Stimulants	26	12.72
Safety District 3 (pop. = 281,691)	540	226.55	Safety District 8 (pop. = 497,789)	Number of Nonfatal Overdoses	Rate of Nonfatal Overdoses per 100,000 Persons
All Drug	187	67.4	All Drug	1826	244.86
Opioid	187	67.4	Opioid	516	184.28
Heroin	15	5.34	Heroin	152	28.54
Stimulants	3	0.71	Stimulants	86	16.87
Safety District 4 (pop. = 240,485)	484	263.68	Safety District 9 (pop. = 166,656)	Number of Nonfatal Overdoses	Rate of Nonfatal Overdoses per 100,000 Persons
All Drug	73	33.56	All Drug	402	241.24
Opioid	11	5.25	Opioid	94	54.88
Heroin	1	0.47	Heroin	23	12.86
Stimulants	25	12.24	Stimulants	18	10.80



Data Source: Syndromic Surveillance Emergency Department Data (Mississippi State Department of Health)

Provisional Data 1.5

The number of non-fatal overdoses in District 7 is 997.



Q Let's find your word



human being



DEFINITIONS

THESAURUS

LEARNERS



EXA

DEFINITION FOR *HUMAN BEINGS* (1 OF 1)

noun

- 1 any individual of the genus *Homo*, especially a member of the species *Homo sapiens*.
- 2 a person, especially as distinguished from other animals or as representing the human species:
living conditions not fit for human beings;
a very generous human being.

Matthew
25:40-45
New
International
Version

40 "The King will
reply, 'Truly I tell
you, whatever you
did for one of the
least of these
brothers and sisters
of mine, you did for
me.'

41 "Then he will say
to those on his left,
'Depart from me,
you who are cursed,
into the eternal fire
prepared for the
devil and his angels.
42 For I was hungry
and you gave me
nothing to eat, I was
thirsty and you gave
me nothing to drink,
43 I was a stranger

 [biblegat](#)

How God sees people.

Genesis 1:26



New International Version (NIV)



Bible Book List



Font Size



Passage

Resources

Hebrew/Greek



Genesis 1:26



New International Version



26 Then God said, "Let us make mankind
in our image, in our likeness, so that
they may rule over the fish in the sea
and the birds in the sky, over the
livestock and all the wild animals,^[a] and
over all the creatures that move along
the ground."

[Read full chapter](#)



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Charles Copeland, Division Manager
Date: Tuesday, September 3, 2024
Re: Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
File Number: 2024-420
Minute Book #

Summary

Adopt Resolutions of Condemnation 09 03 2024

Recommendation Statement

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

Please place this on the September 3, 2024 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Urban Development Director

DATE: September 3, 2024

RE: Adopt Condemnation Resolutions

Adopt resolutions condemning the following properties to be in such a state of uncleanness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

	Address	PPIN	Ward	Violations	Proposed Actions	Estimated Cost	Estimated Penalty
1.	105 Saucier Drive, Hattiesburg, MS 39401	22318	2	GAR/RUB, VS, OGL, AV, OS	Cut, Clean, Secure, Remove Vehicles	\$12,656	\$1,500
2.	309 Magnolia Avenue, Hattiesburg, MS 39401	13668	2	DB, US, VS, GAR/RUB, OGL	Cut, Clean, Secure, Demo	\$7,000	\$1,500
3.	711 Claiborne Avenue, Hattiesburg, MS 39401	22340	2	DB, US, VS, GAR/RUB, OGL	Cut, Clean, Secure, Demo	\$6,643	\$1,500
4.	717 New Orleans Street, Hattiesburg, MS 39401	25735	2	DB, US, VS, GAR/RUB, OGL	Cut, Clean, Secure, Demo	\$6,545	\$1,500
5.	814 Atlanta Street, Hattiesburg, MS 39401	25711	2	DB, US, VS, OGL	Cut, Clean, Secure, Demo	\$9,604	\$1,500

6.	814 Grace Avenue, Hattiesburg, MS 39401	17983	2	DB, US, VS, GAR/RUB, OGL	Cut, Clean, Secure	\$5,000	\$1,500
7.	906 Short 7th Street, Hattiesburg, MS 39401	15384	2	DB, US, VS, GAR/RUB, OGL	Cut, Clean, Secure, Demo	\$9,793	\$1,500
8.	1100 Coit Street, Hattiesburg, MS 39401	12806	2	DB, US, VS, GAR/RUB, OGL	Cut, Clean, Secure, Demo	\$8,050	\$1,500
9.	1220 Dewey Street, Hattiesburg, MS 39401	20350	2	DB, US, VS, GAR/RUB, OGL	Cut, Clean, Secure, Demo	\$7,161	\$1,500
10.	303 South 13 th Avenue, Hattiesburg, MS 39401	24198	4	ES, DS, VS, OGL, GAR/RUB, OS	Cut, Clean, Secure	\$7,000	\$1,500
11.	117 East Scooba Street, Hattiesburg, MS 39401	21346	5	AB, DB, GAR/RUB, OGL	Cut, Clean, Secure, Demo	\$7,042	\$1,500
12.	231 May Avenue, Hattiesburg, MS 39401	13918	5	DB, US, VS, GAR/RUB, OGL	Cut, Clean, Secure, Demo	\$7,924	\$1,500
13.	423 East Scooba Street, Hattiesburg, MS 39401	23595	5	AB, DB, OGL	Cut, Clean, Secure, Demo	\$6,986	\$1,500

Garbage & Rubbish=GAR/RUB
 Dilapidated Building=DB
 Dangerous Structure=DS
 Imminent Danger=ID
 Overgrown Lot=OGL
 Open Storage=OS
 Unsafe Structure=US
 Abandoned Vehicle=AV
 Abandoned Structure=AS
 Vacant Structure=VS
 Owner Responsibility=OR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 1 105 Saucier Drive

WHEREAS, on the 6th day of August 2024 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd day of September 2024, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

105 Saucier Drive, Hattiesburg, MS 39401, PPIN: 22318, Parcel: 2-028B-05-053.00, and better described as: A part of Lot 8 and a part of Lot 9 in Block B of the North Terrace Subdivision in the City of Hattiesburg, Forrest County, Mississippi according to the official map or plat thereof of said Subdivision of file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, and described as commencing at the Western most corner of Said Lot 8 and run Southeasterly along the Northeasterly margin of Saucier Drive for a distance of 30 feet to and for the Point of Beginning, thence continue Southeasterly and along said margin of said Saucier Drive for 169 feet, thence run North along a line which is 10 feet West of and parallel to the East boundary of said Lot 9 for a distance of 162.5 feet to the Northeasterly boundary of Lot 9, thence run Northwesterly and along said boundary line of Lots 8 and 9 for 70.9 feet, thence run Southwesterly and parallel to the Northwesterly boundary line of said Lot 8 for 111.8 feet to the said Point of Beginning; together with all improvements lying thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is Keith Ronell Adams & ETALS, and MS TL, LLC

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

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

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

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

Accumulation of Garbage and Rubbish (International Property Maintenance Code 308.1), Vacant Structure (International Property Maintenance Code 301.3), Overgrown Lot or Weeds (International Property Code 302.4), Open Storage (Hattiesburg Land Development Code 5.4.42), & Abandoned Vehicle (International Property Maintenance Code 302.8)

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 3rd day of September.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of September.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case # 2 309 Magnolia Avenue

WHEREAS, on the 6th day of August 2024 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd day of September 2024, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

309 Magnolia Avenue, Hattiesburg, MS 39401, PPIN: 13668, Parcel: 2-038G-15-161.00, and better described as: The West one-half of the North one-half of Lot Two (2) and the East 17.5 feet of the North one-half of Lot Three (3), all of Block Twenty-Two (22) of Burkett's Subdivision or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is Jewel Pate

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

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

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

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

Dilapidated Building (International Property Maintenance Code 304.1), Unsafe Structure (International Property Maintenance Code 108.1.1), Vacant Structure (International Property Maintenance Code 301.3), Accumulation of Garbage and Rubbish (International Property Maintenance Code 308.1), and Overgrown Lot or Weeds (International Property Code 302.4)

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 3rd day of September.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of September.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 3 711 Claiborne Avenue

WHEREAS, on the 6th day of August 2024 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd day of September 2024, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

711 Claiborne Avenue, Hattiesburg, MS 39401, PPIN: 22340, Parcel: 2-038H-15-045.00, and better described as: Lot 13 in Block 2 of the Oak Gardens Re-Subdivision of Block 15 of the Burkett Subdivision of the City of Hattiesburg, Mississippi, according to the map or plat of said Oak Garden Re-subdivision on file and of record in the Office of the Chancery Clerk of Forrest County, Mississippi, at Hattiesburg in Plat Book 7 at page 42, together with the improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is Michael Renard Bounds Jr, Kale Farms, and Arlene Ling

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

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

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

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

Dilapidated Building (International Property Maintenance Code 304.1), Unsafe Structure (International Property Maintenance Code 108.1.1), Vacant Structure (International Property Maintenance Code 301.3), Accumulation of Garbage and Rubbish (International Property Maintenance Code 308.1), and Overgrown Lot or Weeds (International Property Code 302.4)

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

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____

_____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 3rd day of September.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of September.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case # 4 717 New Orleans Street

WHEREAS, on the 6th day of August 2024 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd day of September 2024, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

717 New Orleans Street, Hattiesburg, MS 39401, PPIN: 25735, Parcel: 2-029G-03-177.00, and better described as: Lot 11, Block 12 of the Yellow Pine Park Subdivision to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is Alberta Armstrong

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

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

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

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

Dilapidated Building (International Property Maintenance Code 304.1), Unsafe Structure (International Property Maintenance Code 108.1.1), Vacant Structure (International Property Maintenance Code 301.3), Accumulation of Garbage and Rubbish (International Property Maintenance Code 308.1), and Overgrown Lot or Weeds (International Property Code 302.4)

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 3rd day of September.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of September.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case # 5 814 Atlanta Street

WHEREAS, on the 6th day of August 2024 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd day of September 2024, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

814 Atlanta Street, Hattiesburg, MS 39401, PPIN: 25711, Parcel: 2-029G-03-152.00, and better described as: Lot 5 Block 11 of Yellow Pine Park Subdivision, in the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is Toby Woullard, Jessie Ree Bournes, NOTLUGE FLP, Merritt Inc, and Mary B. Coleman

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

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

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

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

Dilapidated Building (International Property Maintenance Code 304.1), Unsafe Structure (International Property Maintenance Code 108.1.1), Vacant Structure (International Property Maintenance Code 301.3), and Overgrown Lot or Weeds (International Property Code 302.4)

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 3rd day of September.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of September.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 6 814 Grace Avenue

WHEREAS, on the 6th day of August 2024 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd day of September 2024, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

814 Grace Avenue, Hattiesburg, MS 39401, PPIN: 17983, Parcel: 2-028B-05-108.00, and better described as:

The South half (½) of Lot Forty-two (42) and the North half (N½) of Lot Fifty-four (54), Homewood Heights Third Addition, City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is Earnest Lee & Mary Etta Dedrick

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

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

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

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

Dilapidated Building (International Property Maintenance Code 304.1), Unsafe Structure (International Property Maintenance Code 108.1.1), Vacant Structure (International Property Maintenance Code 301.3), Accumulation of Garbage and Rubbish (International Property Maintenance Code 308.1), and Overgrown Lot or Weeds (International Property Code 302.4)

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

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member _____ seconded by Council member _____

_____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 3rd day of September.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of September.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case # 7 906 Short 7th Street

WHEREAS, on the 6th day of August 2024 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd day of September 2024, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

906 Short 7th Street, Hattiesburg, MS 39401, PPIN: 15384, Parcel: 2-029H-03-198.00, and better described as: Lot Four (4) of Block Two (2) of the Fuller and Bowen Subdivision to the City of Hattiesburg, Forrest County, Mississippi.

WHEREAS, the owner of the property is Frank Calloway, Mary E Calloway, and Annie Jessina Calloway

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

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

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

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

Dilapidated Building (International Property Maintenance Code 304.1), Unsafe Structure (International Property Maintenance Code 108.1.1), Vacant Structure (International Property Maintenance Code 301.3), Accumulation of Garbage and Rubbish (International Property Maintenance Code 308.1), and Overgrown Lot or Weeds (International Property Code 302.4)

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 3rd day of September.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of September.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 8 1100 Coit Street

WHEREAS, on the 6th day of August 2024 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd day of September 2024, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

1100 Coit Street, Hattiesburg, MS 39401, PPIN: 12806, Parcel: 2-029B-03-198.00, and better described as: The East Half (E½) of Lot Five (5) in Block Nine (9) of the Nancy Anderson First Survey to the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is Quendarrius Raiford, Stamp House Holdings, Sho LLC, Merritt Inc, Kale Farms, and Robert Dugan

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

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

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

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

Dilapidated Building (International Property Maintenance Code 304.1), Unsafe Structure (International Property Maintenance Code 108.1.1), Vacant Structure (International Property Maintenance Code 301.3), Accumulation of Garbage and Rubbish (International Property Maintenance Code 308.1), and Overgrown Lot or Weeds (International Property Code 302.4)

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 3rd day of September.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of September.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case # 9 1220 Dewey Street

WHEREAS, on the 6th day of August 2024 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd day of September 2024, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

1220 Dewey Street, Hattiesburg, MS 39401, PPIN: 20350, Parcel: 2-029B-03-215.00, and better described as: Lot 13, Block 4 of the Mayflower Park Subdivision to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is Herbert Robert Evans Jr and Carolyn Evans

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

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

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

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

Dilapidated Building (International Property Maintenance Code 304.1), Unsafe Structure (International Property Maintenance Code 108.1.1), Vacant Structure (International Property Maintenance Code 301.3), Accumulation of Garbage and Rubbish (International Property Maintenance Code 308.1), and Overgrown Lot or Weeds (International Property Code 302.4)

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 3rd day of September.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of September.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

Case # 10 303 South 13th Avenue

WHEREAS, on the 6th day of August 2024 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd day of September 2024, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

303 South 13th Avenue, Hattiesburg, MS 39401, PPIN: 24198, Parcel: 2-029M-09-242.00, and better described as: Lot Two (2), Block Four (4) of the Sutherland and Reeves Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is Jimmy Rees L/E C/O Richard Slade and Justin Powell

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

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

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

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

Exterior Structure (International Property Maintenance Code 304.1.1), Dangerous Structure (International Property Maintenance Code 108.1.5.5), Vacant Structure (International Property Maintenance Code 301.3), Overgrown Lot or Weeds (International Property Code 302.4), Accumulation of Garbage and Rubbish (International Property Maintenance Code 308.1), and Open Storage (Hattiesburg Land Development Code 5.4.42)

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 3rd day of September.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of September.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case # 11 117 East Scooba Street

WHEREAS, on the 6th day of August 2024 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd day of September 2024, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

117 East Scooba Street, Hattiesburg, MS 39401, PPIN: 21346, Parcel: 2-038C-16-278.00, and better described as: Lot 16, Block 4 of the D D McInnis 3rd Addition, in the City of Hattiesburg. Forrest County, Mississippi.

WHEREAS, the owner of the property is John E & Exie Jean Rawls

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

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

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

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

Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7), Dilapidated Building (International Property Maintenance Code 304.1), Accumulation of Garbage and Rubbish (International Property Maintenance Code 308.1), and Overgrown Lot or Weeds (International Property Code 302.4)

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 3rd day of September.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of September.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case # 12 231 May Avenue

WHEREAS, on the 6th day of August 2024 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd day of September 2024, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

231 May Avenue, Hattiesburg, MS 39401, PPIN: 13918, Parcel: 2-038B-15-316.00, and better described as: Lot 1 of Block Fourteen (14) of the J. H. Bushman Subdivision of Blocks One (1) to Sixteen (16) of the Kamper and Lewin Subdivision of SW ¼ of NW ¼, Section 15, Township 4 North, Range 13 West, of the City of Hattiesburg, as per maps and plats thereof in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is Carolyn Uzomah, Xavier Uzomah, and Alfred Uzomah

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

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

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

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

Dilapidated Building (International Property Maintenance Code 304.1), Unsafe Structure (International Property Maintenance Code 108.1.1), Vacant Structure (International Property Maintenance Code 301.3), Accumulation of Garbage and Rubbish (International Property Maintenance Code 308.1), and Overgrown Lot or Weeds (International Property Code 302.4)

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 3rd day of September.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of September.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

Case # 13 423 East Scooba Street

WHEREAS, on the 6th day of August 2024 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd day of September 2024, in the Jackie Dole Sherrill Community Center in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

423 East Scooba Street, Hattiesburg, MS 39401, PPIN: 23595, Parcel: 2-038F-16-091.00, and better described as: Lots 16, 17, 20 & the North half of Lot 21, Block 40 of the R.W. Rawls Subdivision. In the City of Hattiesburg, Forrest County, Mississippi.

WHEREAS, the owner of the property is Shamera Bourne C/O Willie Bourne

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

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

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

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

Abandoned and Unsafe Structure (International Property Maintenance Code 108.1.5.7), Dilapidated Building (International Property Maintenance Code 304.1), and Overgrown Lot or Weeds (International Property Code 302.4)

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

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 3rd day of September.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of September.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: City Council

FROM: Wiley Quinn, Director of Urban Development

DATE: September 3, 2024

RE: Public Hearing September 3, 2024

I recommend the following property be dismissed from the Council Hearing because of a request from the owner's counsel.

Case #	Address	PPIN	Parcel #	Reason:
12.	231 May Avenue	13918	2-038B-15-316.00	Requested by owner's counsel.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Charles Copeland, Division Manager
Date: Tuesday, September 3, 2024
Re: Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.
File Number: 2024-425
Minute Book #

Summary

Adopt Resolutions of Adjudication 09 03 2024.

Recommendation Statement

I recommend the adoption of resolutions adjudicating property maintenance costs and penalties for the properties on the attached list.

Please place this on the September 3, 2024 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

TO: Mayor and City Council

FR: Wiley Quinn, Urban Development Director

DATE: September 3, 2024

RE: Adopt Resolutions of Adjudication

I recommend adopting Resolutions adjudicating and directing the placement as an assessment for the cleanup cost and Title Opinion cost, not to exceed the value of the property by State Law, against the following properties.

Owner	Address	Clean Up Costs	WARD	PPIN
George B & Willie Mae Taylor C/O Taylor Beth	2504 Arcadia Street	\$1080.00	4	24506
Johnny R Johnson Sr	100 Warwick Place	\$402.00	3	08907
James Edward Anderson	305 JC Killingsworth Drive	\$809.00	5	21408
Fannie Lois Ford	515 East 5th Street	\$462.00	2	18892
James M, & Beverly Burroughs, & Dennis Duke, and % The Emerge Church	Parcel: 2-029H-03-099.00	\$492.50	2	17556
Henry & Elizabeth Ross	815 Fairley Street	\$492.50	2	25876
Barry E & Patricia A Donald	709 Fairley Street	\$492.50	2	25882
Hattiesburg University Foundation C/O Michael Gilmore	702 Short 9th Street	\$490.00	2	15765
Hattiesburg University Foundation C/O Michael Gilmore	704 Short 9th Street	\$490.00	2	15766
Pentecostal Temple Community Church	8 Bonnie Street	\$492.50	2	21085
Pentecostal Temple Community Church	6 Bonnie Street	\$492.50	2	21086
Sammy Lee & Rennetta L Keyes	(7) Bonnie Street	\$492.50	2	21083
East 6th Street Company, LLC	0 Bouie Street	\$492.50	2	15740
Douglas & Marvin Lofton	1001 Fairley Street	\$492.50	2	23727

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: Lot 14 of the Villa Verde Subdivision, Section 17 Township 04N Range 13W.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
<u>George B &</u> <u>Willie Mae Taylor</u> <u>C/O Taylor Beth</u>	2504 Arcadia Street	2-039B-17-177.00	\$1080.00
			Total: \$1080.00

2504 Arcadia Street, Hattiesburg, MS 39401, PPIN: 24506, Parcel: 2-039B-17-177, and better described as: Lot 14 of the Villa Verde Subdivision, Section 17 Township 04N Range 13W.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the

Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of September 2024.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of September 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
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RESOLUTION

INDEXING INSTRUCTIONS: Part of Lots 8 and 9, Kensington Woods First Addition in the City of Hattiesburg, Lamar County, MS

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Johnny R Johnson Sr	100 Warwick Place	056A-13-063.000	\$402.00
			Total: \$402.00

100 Warwick Place, Hattiesburg, MS 39402, PPIN: 08907, Parcel: 056A-13-063.000, and better described as: Part of Lot 8 and 9, Kensington Woods First Addition to the City of Hattiesburg, Lamar County, Mississippi, and more particularly described as beginning at the Northwest corner of Lot 9 and run South 06 degrees 11 minutes 46 seconds East along, the West line of Lot 9 for 161.44 feet to the Southwest corner of Lot 8, thence run East along the South line of Lot 8 for 36.4 feet, thence run North 11 degrees 04 minutes 00 seconds East for 82.3 feet to a Point on the West line of Lot 8, thence run North 21 degrees 52 minutes 59 seconds East for 106.9 feet to the North line of Lot 9 and the South line of Warwick Place said point being 21.20 feet West of the Northeast corner of lot 9, thence run North 78. degrees 26 minutes 01 Seconds West along the North line of Lot 9 for 68.21 feet to the intersection of Wellington Circle, thence run Southwesterly along the South line of Wellington Circle for 57.01 feet back to the Point of Beginning.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of September 2024.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of September 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
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RESOLUTION

INDEX INSTRUCTIONS: Part of Lot 3, Block 21, D.D. McInnis Third Survey, PPIN# 21408

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
James Edward Anderson	305 JC Killingsworth Drive	2-038F-16-129.00	\$809.00
Total:			\$809.00

305 JC Killingsworth Drive, Hattiesburg, MS 39401, PPIN: 21408, Parcel: 2-038F-16-129.00, and better described as: The Southeast Half (1/2) of Lot 3, Less forty (40) feet by (100) feet in Northwest corner in Block 21 of the D.D. McInnis Third Survey or addition to the City of Hattiesburg, being a part of Section 16, Township 4 North, Range 13 West, as per map or plat on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the

Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of September 2024.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of September 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
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RESOLUTION

INDEXING INSTRUCTIONS: The West 47 feet of Lot 6 and the East 3 feet of Lot 7 of Block 104 of the Kamper and Whinnery Subdivision of the City of Hattiesburg, Forrest County, Mississippi, less that part owned by Mississippi Central Railroad.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Fannie Lois Ford	515 East 5th Street	2-029G-03-573.00	\$462.00
			Total: \$462.00

515 East 5th Street, Hattiesburg, MS 39401, PPIN: 18892, Parcel: 2-029G-03-573.00, and better described as: The West 47 feet of Lot 6 and the East 3 feet of Lot 7 of Block 104 of the Kamper and Whinnery Subdivision of the City of Hattiesburg, Forrest County, Mississippi, less that part owned by Mississippi Central Railroad.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the

Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of September 2024.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of September 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
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(601) 554-1027

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(601) 545-4550

RESOLUTION

INDEXING INSTRUCTIONS: The property described in this instrument is situated in Lots 5 & 6, Block 40, Hicks Subdivision of the Hardy and Scott Subdivision and part of Block 40, Hicks Subdivision of the Hardy and Scott Subdivision, City of Hattiesburg, Forrest County, Mississippi.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
James M, & Beverly Burroughs, & Dennis Duke, and % The Emerge Church	Parcel: 2-029H-03-099.00	2-029H-03-099.00	\$492.50
			Total: \$492.50

PPIN: 17556, Parcel: 2-029H-03-099.00, and better described as: Lots 5 and 6 of Block 40 of the Hicks Subdivision of the Hardy and Scott Subdivision to the City of Hattiesburg, Forrest County, Mississippi, and also the East half of the vacated alley lying West of said Lots; together with all improvements thereon and appurtenances thereunto belonging.
AND ALSO
Beginning 200 feet South of the NW corner of Block 40 of the Hardy and Scott Survey to the City of Hattiesburg, Forrest County, Mississippi; thence run South 108 feet; thence run East 100 feet; thence run South 75 feet; thence run East 80 feet; thence run North 183 feet; thence run West 180 feet to the Point of Beginning; together with the West half of the vacated alley lying East of said parcel of land conveyed herein and being a part and parcel of Block 40 of the Hardy and Scott Survey to the City of Hattiesburg, Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of September 2024.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of September 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
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P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4550

RESOLUTION

INDEXING INSTRUCTIONS: PT NE 1/4 SE 1/4 BEG AT SE COR OF E END OF 8TH ST E 120FT S 70FT W 120FT N 70FT TO BEG.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Henry & Elizabeth Ross	815 Fairley Street	2-029H-03-183.00	\$492.50
			Total: \$492.50

815 Fairley Street, Hattiesburg, MS 39401, PPIN: 25876, Parcel: 2-029H-03-183.00, and better described as: PT NE 1/4 SE 1/4 BEG AT SE COR OF E END OF 8TH ST E 120FT S 70FT W 120FT N 70FT TO BEG .

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of September 2024.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of September 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
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Return to:
City of Hattiesburg
City Clerk’s Office
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(601) 545-4550

RESOLUTION

INDEXING INSTRUCTIONS: Beginning at a point on the North side of Seventh Street and the East side of Fairley Street, at the intersection of said Streets, and run thence North along Fairley Street a distance of Two Hundred and Twelve (212) feet for a point of beginning of the land hereby conveyed, and thence run East for a distance of Eighty-five (85) feet, thence run North for a distance of Fifty (50) feet, thence run West for a distance of Eight-five (85) feet, thence run South for a distance of Fifty (50) feet to the point of beginning. Said parcel of land lying North of and adjoining the land heretofore sold to Mattie Anderson and being located in and forming a part of the East Half of the Southeast Quarter (E 1/2 of SE 1/4), Section Three (3), Township Four (4) North, Range Thirteen (13) West, in the City of Hattiesburg, County of Forrest, State of Mississippi

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Barry E & Patricia A Donald	709 Fairley Street	2-029H-03-219.00	\$492.50
			Total: \$492.50

709 Fairley Street, Hattiesburg, MS 39401, PPIN: 25882, Parcel: 2-029H-03-219.00, and better described as: Beginning at a point on the North side of Seventh Street and the East side of Fairley Street, at the intersection of said Streets, and run thence North along Fairley Street a distance of Two Hundred and Twelve (212) feet for a point of beginning of the land hereby conveyed, and thence run East for a distance of Eighty-five (85) feet, thence run North for a distance of Fifty (50) feet, thence run West for a distance of Eight-five (85) feet, thence run South for a distance of Fifty (50) feet to the point of beginning. Said parcel of land lying North of and adjoining the land heretofore sold to Mattie Anderson and being located in and forming a part of the East Half of the Southeast Quarter (E 1/2 of SE 1/4), Section Three (3), Township Four (4) North, Range Thirteen (13) West, in the City of

Hattiesburg, County of Forrest, State of Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of September 2024.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of September 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: Block No. 41, of the Hardy and Scott Survey of the City of Hattiesburg, Mississippi

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Hattiesburg University Foundation			
C/O Michael Gilmore	702 Short 9th Street	2-029H-03-080.00	\$490.00
Total:			\$490.00

702 Short 9th Street, Hattiesburg, MS 39401, PPIN: 15765, Parcel: 2-029H-03-080.00, and better described as: Block No. 41, of the Hardy and Scott Survey of the City of Hattiesburg, Mississippi, specifically described as follows: BEGINNING at the Northwest Corner of that part of River St. abandoned by the City of Hattiesburg, the said Point being 20 feet West of the original Northwest Corner of the above described Block No. 41 and from said Point of Beginning run thence South and along the East Margin of River Street as now constituted a distance of 171.5 feet to Short Ninth St., thence East and along the North Margin of Short Ninth Street a distance of 41 feet to a Point which is the Point of Beginning; from the said Point of Beginning run thence North 84.5 feet, thence East 31.5 feet; thence South 84.5 feet to the North Margin of Short Ninth Street; thence West to the Point of Beginning; said realty being the premises bearing Municipal No. 702 Short Ninth Street, in said City, together with all improvements thereon and thereunto belonging.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of September 2024.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of September 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
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(601) 554-1027

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RESOLUTION

INDEXING INSTRUCTIONS: Beginning 171.5 ft. South and 65.5 ft. East of the Northwest corner of the Block, run North 84.5 ft., run East 31.5 ft., run South 84.5 ft., thence run West 31.5 ft. to the beginning of Block 41, Hardy & Scott Subdivision, Section 3, Township 4 North, Range 13 West of the City of Hattiesburg, Forrest County, Mississippi.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
<u>Hattiesburg University</u>			
<u>Foundation</u>			
C/O Michael Gilmore	704 Short 9th Street	2-029H-03-079.00	\$490.00
Total:			\$490.00

704 Short 9th Street, Hattiesburg, MS 39401, PPIN: 15766, Parcel: 2-029H-03-079.00, and better described as: Beginning 171.5 ft. South and 65.5 ft. East of the Northwest corner of the Block, run North 84.5 ft., run East 31.5 ft., run South 84.5 ft., thence run West 31.5 ft. to the beginning of Block 41, Hardy & Scott Subdivision, Section 3, Township 4 North, Range 13 West of the City of Hattiesburg, Forrest County, Mississippi.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of September 2024.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of September 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

RESOLUTION

INDEXING INSTRUCTIONS: N ½ Lot 1 Block 2 AK McInnis 2nd Addition.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
<u>Pentecostal Temple</u>			
<u>Community Church</u>	<u>8 Bonnie Street</u>	<u>2-030L-11-014.00</u>	<u>\$492.50</u>
Total: \$492.50			

8 Bonnie Street, Hattiesburg, MS 39401, PPIN: 21085, Parcel: 2-030L-11-014.00, and better described as: N ½ of Lot 1 Block 2 of the A.K. MCINNIS 2nd Addition of the City of Hattiesburg, Forrest County, Mississippi. Previous parcel #:H0616-02-001.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of September 2024.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of September 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: S ½ Lot 1 Block 2 AK McInnis 2nd Addition.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
<u>Pentecostal Temple</u>			
Community Church	6 Bonnie Street	2-030L-11-013.00	\$492.50
			Total: \$492.50

6 Bonnie Street, Hattiesburg, MS 39401, PPIN: 21086, Parcel: 2-030L-11-013.00, and better described as: S ½ of Lot 1 Block 2 of the A.K. MCINNIS 2nd Addition of the City of Hattiesburg, Forrest County, Mississippi. Previous parcel #:H0616-02-002.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of September 2024.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of September 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: The North ½ Lot 7, and East ½ Lot 8, Block 1, A.K. Mcinnis 2nd Addition, City of Hattiesburg, County of Forrest, State of Mississippi.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
<u>Sammy Lee & Rennetta L Keyes</u>	<u>(7) Bonnie Street</u>	<u>2-030L-11-016.00</u>	<u>\$492.50</u>
			Total: \$492.50

(7) Bonnie Street, Hattiesburg, MS 39401, PPIN: 21083, Parcel: 2-030L-11-016.00, and better described as: The North ½ of Lot 7, and East ½ of Lot 8, Block 1 of the A.K. Mcinnis 2nd Addition, City of Hattiesburg, County of Forrest, State of Mississippi.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of September 2024.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of September 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: A part of Lot 1 of Block 40 of the Hicks Subdivision of the Hardy and Scott Survey, City of Hattiesburg, County of Forrest, State of Mississippi.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
<u>East 6th Street</u> Company, LLC	0 Bouie Street	2-029H-03-101.00	<u>\$492.50</u>
			Total: \$492.50

0 Bouie Street, Hattiesburg, MS 39401, PPIN: 15740, Parcel: 2-029H-03-101.00, and better described as: A part of Lot 1 of Block 40 of the Hicks Subdivision of the Hardy and Scott Survey and being more particularly described as follows:
Beginning at the Southwest corner of said Lot 1: Thence run N00°47'31"E for 74.73 feet; thence run N89°34'38"E for 99.23 feet; thence run S00°47'31"W for 74.73 feet to the North right of way line of East Eighth Street; Thence run S89°34'38"W along said right of way line for 99.23 feet back to the point of beginning.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of September 2024.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of September 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: Lot Twelve (12) and Thirteen (13), according to the River Front Subdivision of a portion of Lot Five (5) in Block Two (2) of the A. R. Fairley, Senior Survey of the City of Hattiesburg, County of Forrest, State of Mississippi.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Douglas & Marvin Lofton	1001 Fairley Street	2-029A-03-074.00	\$492.50
			Total: \$492.50

1001 Fairley Street, Hattiesburg, MS 39401, PPIN: 23727, Parcel: 2-029A-03-074.00, and better described as: Lot Twelve (12) and Thirteen (13), according to the River Front Subdivision of a portion of Lot Five (5) in Block Two (2) of the A. R. Fairley, Senior Survey of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, said lots having a frontage of 100 feet on Fairley Street and a uniform depth of 180.5 feet.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by

Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 3rd day of September 2024.

(S E A L)

ATTEST: ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 3rd day of September 2024.

ATTEST: APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, September 3, 2024
Re: Adopt a Resolution for final approval of the Motor Vehicle Assessment Schedule for fiscal Year 2024-2025.
File Number: 2024-444
Minute Book #

Summary

Adopt a Resolution for final approval of the Motor Vehicle Assessment Schedule for fiscal Year 2024-2025.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 3, 2024 City Council meeting for consideration.

FINAL APPROVAL OF MOTOR VEHICLE ASSESSMENT SCHEDULE FOR FISCAL YEAR 2024-2025

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, September 3, 2024

Re: Adopt a Resolution approving the revised obligation of the City's ARPA funds for the Lincoln Rd Stormwater Retention Facility Phase 1 project; Authorizing the execution of a construction contract with Walter's Construction for the same; and for related purposes.
File Number: 2024-426
Minute Book #

Summary

Recommendation Statement

Please place this on the September 3, 2024 City Council meeting for consideration.

Please place this on the September 3, 2024 City Council meeting for consideration.

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF HATTIESBURG
APPROVING THE REVISED OBLIGATION OF THE CITY'S ARPA FUNDS FOR
THE LINCOLN ROAD STORMWATER RETENTION FACILITY (PHASE I);
AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR THE
SAME; AND FOR RELATED PURPOSES**

WHEREAS, the American Rescue Plan Act, through the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (together, "ARPA"), allotted approximately \$350 billion to assist state, local, tribal and territory governments in responding to COVID-19, and the City of Hattiesburg, Mississippi ("City") has received a total of \$12,875,821 from ARPA ("Funds"); and

WHEREAS, the United States Department of Treasury has established a final rule implementing ARPA as effective April 1, 2022, FAQ's and related guidance, as amended from time to time ("Guidance"), setting forth specific requirements for utilizing the funds, including the eligible uses thereof, received under ARPA; and

WHEREAS, on August 22, 2023, the Mayor and City Council ("Governing Body") of the City adopted Resolution #2023-108 ("Resolution") authorizing the Subgrant Agreement ("Agreement") by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure Grant Program ("MCWI") for the Lincoln Road Stormwater Retention Facility ("Project") and authorized procurement of the Project;

WHEREAS, the City subsequently decided to break the Project into two phases: Phase I - Construction of the 15-acre detention pond ("Phase I of the Project") and Phase II: Drainage improvements to the tributary;

WHEREAS, the City advertised for bids for Phase I the Project in accordance with Miss. Code Ann. § 31-7-13 and its Uniform Guidance Policy for American Rescue Plan Fiscal Recovery Funds for the City of Hattiesburg, Mississippi, a copy of such proof of publication and posting to MPTAP for MB/WBE compliance is attached hereto as **Exhibit A**;

WHEREAS, the bid specs for Phase I of the Project, including the form of the contract, are attached hereto as **Exhibit B**;

WHEREAS, the City has received bids for Phase I of the Project, and a copy of such bid tabulation sheet is attached as **Exhibit C**;

WHEREAS, upon review of the bids, the City desires to award the bid for Phase I of the Project to Walters Construction Company, Inc. of Laurel, Mississippi ("Walters") as the lowest and best bid in the amount of \$4,791,444.00, with a copy of such bid being attached hereto as **Exhibit D**;

WHEREAS, the City desires to enter into a contract with Walters to construct Phase I of the Project ("Construction Contract"), the form of which is included in Exhibit B;

WHEREAS, under the Agreement approved by the Resolution, MCWI will provide \$2,395,555.50 to the City under the MCWI program for Phase I of the Project, and the City desires to allocate the remaining balance of \$2,395,555.50 under the Construction Contract utilizing its ARPA Funds as its match requirement for the MCWI funds awarded by MDEQ, all as under the provision of government services as loss revenues or the “water, sewer, and broadband eligible use category,” as allowed by ARPA and its Guidance; and

WHEREAS, the City now desires to enter into the Construction Contract and authorize the requisite officials to move forward with Walters constructing Phase I of the Project.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows:

1. Walters is hereby awarded the bid for Phase I of the Project.
2. Phase I of the Project is an eligible use under ARPA’s revenue loss category for the provision of government services and/or ARPA’s water, sewer, and broadband eligible use category.
3. Phase I of the Project shall be funded utilizing \$2,395,555.50 granted to the City as a reimbursement under the MCWI program per the Agreement and the remaining \$2,395,555.50 utilizing the City’s ARPA Funds.
4. That the Mayor is hereby authorized to execute the construction contract with Walters, the form of which is attached hereto in Exhibit B and incorporated in full herein.

Following the reading of the foregoing Resolution, Councilperson _____ made the motion and Councilperson _____ seconded the motion, and the question being put to a roll call vote, the result was taken as follows:

Councilperson Jeffrey George	voted: ____
Councilperson Deborah Delgado	voted: ____
Councilperson Carter Carroll	voted: ____
Councilperson Dave Ware	voted: ____
Councilperson Nicholas Brown	voted: ____

The motion having received the affirmative vote of a majority of the members present, the President of the Governing Body, acting for and on behalf of the City, declared the motion carried and the resolution adopted, on this the __ day of September, 2024.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the ____ day of _____, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROOF OF PUBLICATION AND MPTAP POSTING

Hattiesburg Publishing, Inc.

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

Proof of Publication

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

Total # of Words: 255 Published 2 times

Date 1st Published: May 16 Amt: 30.60

Date 2nd Published: May 23 Amt: 25.50

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 56.10

Proof of Publication Fee: 3.00

TOTAL: 59.10

(signed) Kathy Bullock
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 23
day of May, 2024, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Amanda E. Strange

FOR OFFICE USE ONLY:

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



ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, MISSISSIPPI, will receive sealed bids until 10:00 AM on June 20, 2024 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

**LINCOLN ROAD DETENTION POND
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. The City of Hattiesburg is an Equal Opportunity Employer. The City encourages small and minority businesses, women's business enterprises, and labor surplus area firms to submit proposals.

Each BID must be received sealed and marked EXACTLY as follows:

**BID:
LINCOLN ROAD DETENTION POND
HATTIESBURG, MISSISSIPPI**

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Board reserves the right to reject any or all proposals received and to waive informalities. PUBLISHED by Order of the Council on the 7th day of May A.D., 2024.

**CITY OF HATTIESBURG, MISSISSIPPI
BY: Kermas Eaton, City Clerk
Published May 16, 23, 2024**

Shannon McConnell

From: Agency Bid Bank <agencybidbank@mississippi.org>
Sent: Thursday, May 16, 2024 9:07 AM
To: Shannon McConnell
Subject: MPTAP Bid Submission -- 05/16/2024 09:06 AM

Thank you for your bid submission on 05/16/2024 09:06 AM.

Please Keep this Confirmation for your Records

User: smcconnell@sd-w.com (Shannon McConnell)
Agency: Shows, Dearman and Waits, Inc.
Division:

Bid Number: 10763-20240516090102
Alternate Bid Number (if applicable): 12237
Bid Due Date and Time: 6/20/2024 10:00:00 AM
NIGP Number: 91244
NIGP Description: Construction General Services, Excavation Services
Major Procurement Category: CONSTRUCTION
Sub Procurement Category: CONSTRUCTION - SERVICES
Pre-Bid Conference: False
Pre-Bid Conference Date and Time: N/A
Pre-Bid Description (if applicable): N/A
Bid Description: LINCOLN ROAD DETENTION POND HATTIESBURG, MISSISSIPPI Official bid documents can be downloaded from www.sd-wprojects.com Electronic bids can be submitted at www.sd-wprojects.com 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. The City of Hattiesburg is an Equal Opportunity Employer.
File attached: True
File Attachment Generated File Name: 10763-20240516090102.pdf
File Attachment Description (if applicable): BID: LINCOLN ROAD DETENTION POND HATTIESBURG, MISSISSIPPI

Thank you for your bid submission. Your bid has been registered with our system, and the MPTAP administrator has been notified of your bid.

Confidentiality Note: The Mississippi Development Authority (MDA) is committed to ensuring complete confidentiality of information for our customers. To this end, the information contained in this e-mail and/or document(s) attached is for the exclusive use by the individual named above and/or their organization and may contain confidential, privileged and non-disclosable information. If you are not the intended recipient, please refrain from reading, photocopying, distributing or otherwise using this e-mail or its contents in any way. If you have received this transmission in error, please notify me immediately. {MDA-2012}

EXHIBIT B

BID SPECS AND FORM OF CONSTRUCTION CONTRACT

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

LINCOLN ROAD DETENTION POND

FOR THE

CITY OF HATTIESBURG

MAY 2024



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 **10:00 AM** on **June 20, 2024** in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

LINCOLN ROAD DETENTION POND 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. The City of Hattiesburg is an Equal Opportunity Employer. The City encourages small and minority businesses, women's business enterprises, and labor surplus area firms to submit proposals.

Each BID must be received sealed and marked EXACTLY as follows:

BID: LINCOLN ROAD DETENTION POND HATTIESBURG, MISSISSIPPI

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

PUBLISHED by Order of the Council on the 7th day of May A.D., 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on May 16, 2024 and May 23, 2024
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

INFORMATION FOR BIDDERS

BIDS will be received by City of Hattiesburg , MS herein called the "OWNER", at City Hall until 10:00 AM on June 20 , 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 **LINCOLN ROAD DETENTION POND, 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 \$1000 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.

SPECIAL NOTICE TO BIDDERS

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal

opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Copeland "Anti-Kickback" Act.

- (1) The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in

such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure

notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(5) By entering into this Contract, the Contractor is certifying the following:

- a. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department of agency or any political subdivision or agency of the State of Mississippi.
- b. Contractor has not, within a three (3) year period preceding this Contract, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction.
- c. Contractor has not, within three (3) year period preceding this Contract, been convicted of or had a civil judgement rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- d. Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of these offenses enumerated in Article 5.B. and Article 5.C., above; and,
- e. Contractor has not, within a three (3) year period preceding this Contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Compliance with Miss. Code Ann. 31-5-37

Contractor agrees to comply with Mississippi Code Ann. 31-5-37. Within seven (7) days of project award the Contractor shall submit to the Owner and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contractor and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contractor.

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. INDEMNIFICATION

To the extent allowed by state law, CONTRACTOR agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of CONTRACTOR, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

2. RELATIONSHIP STATUS

The CONTRACTOR acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the OWNER and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The OWNER and CONTRACTOR also acknowledge and agree that any benefit to vendors contracting with the OWNER or CONTRACTORS arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the OWNER.

Upon execution of any contract between the OWNER and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The OWNER and CONTRACTOR shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the OWNER and any other party. The OWNER, CONTRACTOR and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the OWNER and any

other party. The OWNER and the CONTRACTOR acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the OWNER and the CONTRACTOR or any other parties.

3. ACCESS TO RECORDS

Provided CONTRACTOR is given reasonable advance written notice and such inspection is made during normal business hours of CONTRACTOR, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of CONTRACTOR's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the CONTRACTOR's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by CONTRACTOR for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

CONTRACTOR is not required to retain the above-mentioned records for the ten-year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. CONTRACTOR has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before CONTRACTOR provides the records and corresponding certification to MDEQ, in which case, CONTRACTOR shall retain the records until all issues arising out of the action are finally resolved; and
- C. CONTRACTOR provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

4. RECORD RETENTION AND RIGHT TO AUDIT

The CONTRACTOR shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. CONTRACTOR shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

5. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, CONTRACTOR shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

6. CONFLICT OF INTEREST

The CONTRACTOR covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONTRACTOR further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

7. COOPERATION AND EVALUATION

The CONTRACTOR agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the

Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the CONTRACTOR agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT

Further, in the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING - REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
4. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
5. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed

when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Contractor's Employer Identification Number (EIN)

Date

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,
- E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt

and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action

arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels

therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

The Contractor, _____, certifies the above Attachment C, Subaward Terms and Conditions for Contracted Parties.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal

that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

SUPPLEMENT TO NOTICE TO BIDDERS NO. 1

DATE: **06/08/2021**

SUBJECT: **Governing Specifications**

Change the web address at the end of the first paragraph to the following.

<https://shop.mdot.ms.gov/default.aspx?StoreIndex=1>

SECTION 904 - NOTICE TO BIDDERS NO. 3

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Final Clean-Up

Immediately prior to final inspection for release of maintenance, the Contractor shall pick up, load, transport and properly dispose of all litter from the entire highway right-of-way that is within the termini of the project.

Litter shall include, but not be limited to, solid wastes such as glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

Litter removal is considered incidental to other items of work and will not be measured for separate payment.

SECTION 904 - NOTICE TO BIDDERS NO. 28

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Fuel and Material Adjustments

Bidders are advised that **NO FUEL OR MATERIAL ADJUSTMENT**, as addressed in Subsection 109.07 of the Standard Specifications, will be allowed on this project.

SECTION 904 - NOTICE TO BIDDERS NO. 516**CODE:****(IS) DATE: 11/28/2017****SUBJECT: Errata and Modifications to the 2017 Standard Specifications**

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
16	102.06	In the seventh full paragraph, change “Engineer” to “Director.”
33	105.05.1	In the sixth sentence, change “Contract Administration Engineer” to “Contract Administration Director.”
34	105.05.2.1	In subparagraph 2, change “SWPPP, ECP” to “SWPPP and the ECP”
35	105.05.2.2	In subparagraphs 2, add “ and” to the end of the sentence. In subparagraph 3, remove “, and” and add “.”.
90	109.04.2	In the last paragraph of subparagraph (a), place a period “.” at the end of the sentence.
93	109.04.2	In the last paragraph of subparagraph (g), place a period “.” at the end of the sentence. Also, in the first paragraph of subparagraph (h), place a period “.” at the end of the sentence.
97	109.07	Under ADJUSTMENT CODE, subparagraph (A1), change “HMA mixture” to “Asphalt mixtures.”
98	109.11	In the third sentence, change “Engineer” to “Director.”
219	308.04	In the last sentence of the last paragraph, change “Contractor’s decision” to “Engineer’s decision.”
300	405.02.5.9	In the first sentence of the second paragraph, change “Hot Mix Asphalt” to “Asphalt Mixtures.”
502	630.01.1	In the first paragraph, change “ <u>AASHTO</u> ” to “AASHTO’s <u>LRFD</u> ”.
636	646.05	Change “each” to “per each” for the pay item units of payment.
640	656.02.6.2	In item 7), change “down stream” to “downstream”.
688	630.03.2	Change the subsection number from “630.03.2” to “680.03.2.”
725	702.08.3	In the second sentence of the first paragraph, change “hot-mix” to “asphalt.”
954	804.02.13.1.6	In the definition for “M” in the % Reduction formulas, change “paragraph 7.3” to “paragraph 5.3.”

DATE: 05/13/2024

SUBJECT: Control of Work

Section 105, Control of Work, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-105.01--Authority of the Engineer. Delete the first sentence of the second paragraph of Subsection 105.01 on page 31, and substitute the following.

The Engineer has the right to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to correct conditions unsafe for workmen or the general public, for failure to carry out provisions of the Contract, or for failure to carry out orders.

907-105.02--Plans and Working Drawings. Delete the first paragraph of Subsection 105.02 on page 31, and substitute the following.

After the contract is executed by the Executive Director, the Contractor will receive, free of charge, two bound copies of the proposal and contract documents (one executed and one blank) two full scale copies of the plans, five half-scale copies of the Plans, and Electronic Files Identified as Plans. The Contractor shall have one copy of the proposal and contract documents and one half-scale copy of the plans available at all times during work activity on the project.

DATE: 05/13/2024

SUBJECT: Measurement and Payment

Section 109, Measurement and Payment, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-109.01--Measurement of Quantities. Delete the sixth full paragraph of Subsection 109.01 on page 88, and substitute the following.

If appropriate based on the specific circumstances of the project, the Contractor may request that material specified to be measured by the cubic yard or ton be converted to the other measure. The Contractor must submit this request to the Engineer. The Engineer will provide an approval or denial in writing. The decision is in the sole discretion of the Engineer. If approved, factors for this conversion will be determined by the District Materials Engineer and agreed to by the Contractor. The conversion of the materials along with the conversion factor will be incorporated into the Contract by supplemental agreement. The supplemental agreement must be executed before such method of measurement is used.

907-109.04--Extra Work.

907-109.04.1--Supplemental Agreement. Delete the second paragraph of Subsection 109.04.1 on page 90.

907-109.04.2--Force Account Agreement. Delete the last sentence of subparagraph (c) in Subsection 109.04.2 on page 91, and substitute the following.

An amount will be added equal to fifteen percent (15%) of the sum thereof, excluding sales tax.

Delete subparagraph (d) in Subsection 109.04.2 on pages 91 & 92, and substitute the following.

- (d) **Equipment.** Equipment used for force account work shall be of sufficient size and type necessary to perform the required work in an economic and expeditious manner. The Contractor must provide the manufacturer, make, model, year, type of fuel and other necessary information to determine proper hourly payment rates. Subject to advance approval of the Engineer, actual transportation cost for a distance of not more than 200 miles will be reimbursed for equipment not already on the project.

For equipment authorized by the Engineer for use on the force account work, the Engineer will use the equipment rental rates from the “*Rental Rate Blue Book*” as published on the Equipment Watch website www.equipmentwatch.com for the time period the force account work is authorized to determine payment to the Contractor.

The maximum allowable rates are determined as follows:

1. The hourly equipment rate will equal the FHWA total hourly rate. This rate takes into account adjustment factors for age and region.
2. The hourly estimated operating costs have been included in the FHWA total hourly rate.
3. The idle and standby rates shall be as listed in the “*Rental Rate Blue Book*” as reported by *Equipment Watch*.
4. These rates include the basic machine plus any necessary attachments.

Standby rates shall apply when equipment is not in operation and is approved by the Engineer to standby for later use to complete the work. Idle rates shall apply to equipment located on the project and the engine is burning fuel but no ground engaging or other components are actively engaged in meaningful work. In general, idle or standby rates shall apply when equipment is not in use, but will be needed again to complete the work and the cost of moving the equipment will exceed the accumulated standby cost. If the idle standby cost should exceed the equipment moving cost to or from the work site, the Contractor will be entitled to the moving cost only. Idle or standby rates will be used under the following conditions:

1. The equipment is totally dedicated to the force account work and not used intermittently on other work.
2. Idle or standby cost will be considered only after equipment has been operated on force account work.
3. The sum of idle or standby time and operating time shall not exceed eight (8) hours per day or 40 hours in a week.
4. Idle or standby payment will not apply to days not normally considered to be work days such as holidays, weekends, or days of inclement weather when no other work is taking place.

The Department will not pay for idle or standby time when equipment is inoperable, for time spent repairing equipment, or for the time elapsed after the Engineer has advised the Contractor that the equipment is no longer needed. The Department will determine if it will be more cost effective to pay standby time on approved equipment on site or for multiple mobilizations.

If equipment is needed, which is not included in the *Rental Rate Blue Book* as reported by *Equipment Watch*, the Department and Contractor will agree upon reasonable rental rates in writing before the equipment is used.

All equipment shall be subject to approval from day to day in accordance with the requirements of Subsection 108.05.

907-109.06--Partial Payment.

907-109.06.2--Advancement on Materials.

Delete the next to last paragraph of Subsection 109.06.2 on page 95, and substitute the following.

Materials for which an advanced payment has been allowed must be paid for by the Contractor within 30 days of the estimate on which the advanced payment was first allowed and proof of said payment must

be verified by the supplier. If proof of payment is not furnished within the allowable 30 days, the advanced payment will be deducted on subsequent current estimates until such time that proof of payment is furnished.

907-109.07--Changes in Material Costs. After the fifth paragraph of Subsection 109.07 on page 96, change the web address to the following.

https://mdot.ms.gov/portal/current_letting

SECTION 904 - NOTICE TO BIDDERS NO. 7011

CODE: (SP)

7011 DATE: 05/13/2024

SUBJECT: Contract Time

PROJECT: Lincoln Road Detention Pond

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable working days are assessed, or any extension thereto as provided in Subsection 108.06 of the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition.

The Notice of Award will be issued within 60 days of the bid opening date and the effective date of the Notice to Proceed / Beginning of Contract Time Date will be within 8 months following the Date of the Notice of Execution of Contract Letter. Should the Notice to Proceed / Beginning of Contract Time Date fall within the winter months of December, January, or February the Notice to Proceed/Beginning of Contract time will be March 1st.

The Contractor shall request a Notice to Proceed/Beginning of Contract Time date in writing after receiving the Notice of Execution of Contract Letter and the date requested should be within the 8 month period following the Date of the Notice of Execution of Contract Letter.

The Contractor's written request for Notice to proceed Date should be given a minimum of seven (7) calendar days in advance of the Notice to Proceed requested. Should the Contractor request a Notice to Proceed earlier than stipulated above, and it is agreeable with the LPA for an early Notice to Proceed, the requested date will become the new Notice to Proceed date. Regardless of whether or not an early Notice to Proceed is granted, contract time will start at the original Notice to Proceed date.

450 Calendar Days have been allowed for the completion of work for the base phase of on this project. Under no circumstances shall the project completion date exceed 08/15/2026.

Any fabrication of needed materials can begin after the contract has been executed and submittals are approved.

PROPOSAL FORM

I (we) agree to begin work in accordance with NTB 7011.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

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

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Bidding Company

Authorized by:

ADDRESS

PROPOSAL

LINCOLN ROAD DETENTION POND

Item No.	Description	Unit	Quantity	Unit Price	Extension
1	CLEARING AND GRUBBING	LS	1		
2	REMOVAL OF PIPE, 8" AND ABOVE	LF	342		
3	REMOVAL OF HEADWALL	EA	1		
4	UNCLASSIFIED EXCAVATION, AH, LVM	CY	93		
5	EXCESS EXCAVATION, LVM, AH	CY	466,363		
6	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	662		
7	SUPERPHOSPHATE	TON	13		
8	MOWING	ACRE	26		
9	GRASSING	ACRE	26		
10	AGRICULTURAL LIMESTONE	TON	78		
11	MULCH, VEGETATIVE MULCH	TON	52		
12	TEMPORARY GRASSING	ACRE	26		
13	TEMPORARY SILT FENCE	LF	5,000		
14	WATTLES, 20"	LF	2,500		
15	CRUSHED STONE BASE, SIZE 610	CY	251		
16	9.5 mm, ST, ASPHALT PAVEMENT	TON	16		
17	19 mm, ST, ASPHALT PAVEMENT	TON	26		
18	42" REINFORCED CONCRETE PIPE, RUBBER TYPE GASKETS	LF	472		
19	42" REINFORCED CONCRETE END SECTION	EA	1		
20	INLET STRUCTURE, COMPLETE-IN-PLACE	EA	1		
21	DISCHARGE STRUCTURE, COMPLETE-IN-PLACE	EA	1		

22	72" TYPE I CHAIN LINK FENCE, CLASS II, WITH TOP GUARD	LF	5,050		
23	GATE, 24' X 6' DOUBLE CHAIN LINK WITH TOP GUARD	EA	1		
24	MAINTENANCE OF TRAFFIC	LS	1		
25	MOBILIZATION	LS	1		
				BID TOTAL:	

Bid Respectfully Submitted, Name of Firm or Bidder: _____

BID BOND

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

Signed, this _____ day of _____, 20_____.

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

LINCOLN ROAD DETENTION POND 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:

LINCOLN ROAD DETENTION POND 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 **\$1000** 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
Conditions for Compliance	Payment Bond

with 2 C.F.R. § 200 et seq.
Technical Specifications
Drawings

Performance Bond
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.
8. To the extent that any provisions of the Contract Documents are in conflict with the provisions of the Conditions for Compliance with 2 C.F.R. § 200 et seq., the provisions in the Conditions for Compliance with 2 C.F.R. § 200 et seq. shall control.

OWNERS:

SEAL

City of Hattiesburg

Authorized by:

ATTEST _____

(Printed Name & Title)

CONTRACTOR:

SEAL

ATTEST _____

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned _____
_____ (hereinafter called the Principal), a
corporation, partnership or individual duly 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 LINCOLN ROAD DETENTION POND,
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,

Conditions for Compliance with 2 C.F.R. § 200 et seq., the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

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

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

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

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

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

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

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

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

HE, HIS, AND HIM: These are several pronouns that shall represent both male and female genders.

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

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

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

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

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

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

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

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

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

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

SUBSTANTIAL COMPLETION: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in

effect at time of submission of Bid in addition to those Supplementary General Conditions attached here to.

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

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

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

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

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

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

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

EXECUTION OF AGREEMENT:

2.3 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the ENGINEER within 10 days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

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

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shown on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction.

CONTRACTOR'S PRE-BID REPRESENTATIONS:

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

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

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

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

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

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the

conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

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

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

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

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

3.3 The words "furnish, "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to

mean "furnish and install complete in place and ready for service."

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

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

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

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

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

Availability of Lands

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

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

Subsurface Conditions:

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

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing

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

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

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

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

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

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

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

Owner's Liability Insurance

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

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

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

Cancellation and Re-Insurance:

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

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

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to

survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

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

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

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

Materials, Equipment, Products and Substitutions:

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

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

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

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

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

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

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

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

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

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

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

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

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

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

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

Patent Fees and Royalties:

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

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

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the

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

Laws and Regulations:

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

Taxes:

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

Record Drawings:

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

Safety and Protection:

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

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

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

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs,

lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

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

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

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract

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

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

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

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

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

CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

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

Public Convenience and Safety:

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

Sanitary Provisions:

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

Indemnification:

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

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor,

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

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

Responsibility for Connecting to Existing Work:

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

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

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

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

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

Cooperation with Governmental Departments, Public Utilities, Etc:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored,

supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

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

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

Use of Premises:

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

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

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

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

Protection of Existing Property Improvements:

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

Temporary Heat:

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

ARTICLE 7 - WORK BY OTHERS:

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

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

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

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or

entitles him to an extension of the Contract Time, he may make a claim therefore as provide in Articles 11 and 12.

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

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

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

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

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

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

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

8.2 In case of termination of the employment of the ENGINEER, the OWNER will

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

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

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

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

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

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

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

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

written consent of the OWNER and the ENGINEER.

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

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

Visits to Site:

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

Clarifications and Interpretations:

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

Measurement of Quantities:

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

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory,

faulty or defective, or does not meet the requirements of any inspection, test or approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

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

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

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

Resident Project Representative:

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

Decisions on Disagreements:

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

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and

the failure to request legal action within said thirty (30) days period shall result in the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

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

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

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

ARTICLE 10 - CHANGES IN THE WORK:

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

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an

extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

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

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

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

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

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

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

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

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

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly:

PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

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

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

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

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

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

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

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall

include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

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

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

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

11.4.5 Supplemental costs including the following:

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

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

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

11.4.5.4 Sales, use or similar taxes related to the Work, and for which

CONTRACTOR is liable imposed by any governmental authority.

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

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

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

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

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

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

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

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

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not

CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

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

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

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

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

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

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

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

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

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

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

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

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

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

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

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

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

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

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and

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

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writing;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed

or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes will resume. If the specified completion date had not been reached at the time the CONTRACTOR called for a

final inspection, the calendar day difference between the specified completion date and the date the CONTRACTOR called for a final inspection will be added after the 14-day period before starting liquidated damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the ENGINEER and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a

general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within sixty (60) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonable respond in writing, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install, but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage

prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment forty-five (45) days after payment is due, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

17.8 If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

17.9 Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

17.10 Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 The damages indicated above shall be considered as liquidated damages for the loss to the OWNER on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the ENGINEER in section 14.11

17.12 Work requiring the presence or services of the ENGINEER, based-solely on the opinion of the ENGINEER, will not be permitted on Sunday or holidays observed by the State unless the ENGINEER determines that an emergency or necessity exists. Work on these days solely to complete the project within the contract time will not be considered a necessity or emergency.

17.13 The ENGINEER will prepare and submit to the CONTRACTOR one (1) preliminary punch list of items that do not meet the contract requirements after the final inspection and one (1) final punch list immediately before final completion and final payment.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**.

Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. Workers' Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability or the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person whichever is more. This policy shall include an all states endorsement.

B. **CONTRACTOR'S** Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$500,000) 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 (\$1,000,000) 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.

Conditions for Compliance with 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

A portion of the funding for the Work, as fully described in **Attachment A, Project Name, Scope of Work and Project Timeline and Requirements**, has been made available to the City of Hattiesburg through the Mississippi Municipality & County Water Infrastructure (“MCWI”) Grant Program Act of 2022, Mississippi Senate Bill 2822, 2022 Regular Session (April 26, 2022), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award #SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022).

The Parties acknowledge that the above Contract Agreement (the “Contract”) is subject to the provisions of 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Notwithstanding anything contained in the Contract, CONTRACTOR agrees to comply with all applicable provisions of 2 C.F.R. § 200 et seq., as amended. As set forth in the Contract, to the extent any of the provision contained herein are in conflict with the Contract Documents, these provisions shall control. Further, the CONTRACTOR acknowledges and agrees to comply with **Attachment C (Special Notice to Bidders), Subaward Terms and Conditions for Contracted Parties**.

A. Period of Performance

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**.

B. Termination

The Contract may be terminated as follows:

(1) Termination For Convenience. The OWNER may, when the interests of the OWNER so require, terminate Contract in whole or in part, for the convenience of the OWNER. OWNER shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.

(2) Termination For Default. If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, OWNER may notify CONTRACTOR in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by OWNER, OWNER may terminate the CONTRACTOR’S right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by the OWNER, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the OWNER has an interest.

(3) Termination Upon Bankruptcy. This Agreement may be terminated in whole or in part by OWNER upon written notice to the CONTRACTOR, if the CONTRACTOR should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the CONTRACTOR of an assignment for the benefit of its creditors. In the event of such termination, the CONTRACTOR shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Contract, but in no case shall said compensation exceed the total Contract Price.

C. Equal Employment Opportunity.

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR'S legal duty to furnish information.

(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of CONTRACTORS and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

CONTRACTORS and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

D. Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No CONTRACTOR or Subcontractors contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The U.S. Department of Treasury shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

E. Clean Air Act

(1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The CONTRACTOR agrees to report each violation to the OWNER and understands and agrees that the CONTRACTOR will, in turn, report each violation as required to assure notification to the Mississippi Department of Environmental Quality or the appropriate Environmental Protection Agency Regional Office.

(3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by U.S. Department of Treasury.

F. Federal Water Pollution Control Act

(1) The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The CONTRACTOR agrees to report each violation to the OWNER and understands and agrees that the CONTRACTOR will, in turn, report each violation as required to assure notification to the Mississippi Department of Environmental Quality or the appropriate Environmental Protection Agency Regional Office.

(3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by U.S. Department of Treasury.

G. Federal Restrictions on Lobbying.

CONTRACTOR shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, the CONTRACTOR may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. CONTRACTOR shall certify in writing that Subrecipient has not made, and will not make, any payment prohibited by these requirements using the form provided in **Exhibit A** (Lobbying Certifications).

H. Procurement of Recovered Materials

(1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

I. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Contracts and purchase orders for work or products under this award.

J. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) Prohibitions.

- (i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (ii) Unless an exception in paragraph (3) of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
- (iii) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (iv) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (v) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (vi) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (3) Exceptions.
- (i) This clause does not prohibit CONTRACTORS from providing—
 - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (ii) By necessary implication and regulation, the prohibitions also do not apply to:
 - (1) Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and
 - b. Are not used as critical technology of any system.
 - (2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (4) Reporting requirement.
- (i) In the event the CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the CONTRACTOR is notified of such by a subcontractor at any tier or by any other source, the CONTRACTOR shall report the information in paragraph (d)(2) of this clause to the recipient or

subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- (ii) The CONTRACTOR shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (2) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the CONTRACTOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (iii) Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

K. Contracting with Small and Minority Businesses, Women's Businesses Enterprises, and Labor Surplus Area Firms

If the CONTRACTOR engages subcontractors to perform work under the Contract, CONTRACTOR shall place qualified small and minority businesses and women's business enterprises on solicitation lists used in the procurement; solicit small and minority business and women's business enterprises; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

TECHNICAL SPECIFICATIONS

1. Applicable Specifications

The Technical Specifications entitled Mississippi Standard Specifications for Road and Bridge Construction, 2017, or latest, Edition shall be the specifications applicable to this project except as for herein specified. Any testing required by those specifications for material submittal approval shall be the responsibility of the Contractor. The testing laboratory used by the Contractor shall be a laboratory certified by the Mississippi Department of Transportation and shall be approved by the Engineer. Any reference to Unit Item for pay shall be modified and paid based on the Pay Items included in the proposal of the specifications.

2. References Amended to mean Engineer

Any reference in the above-mentioned specifications to Commission, Director, Chief Engineer, Testing Engineer, or Project Engineer shall be amended in these specifications to mean the Engineer, or his duly authorized representative, of the City of Hattiesburg.

EXHIBIT C
BID TABULATION SHEET

BID TAB	June 20, 2024	Walters Construction Co. 2051 Hwy 84 East Laurel, MS 39443	Walker Construction LLC 344 Hwy 13 Wiggins, MS 39577	TL Wallace Construction 4025 Hwy 35 North Columbia, MS 39429	Kelley Brothers Contractors, Inc. 401 County Farm Rd. Waynesboro, MS 39667	Looks Great Services of MS, Inc. 1501 Highway 13 North Columbia, MS 39429	Dunn Roadbuilders LLC PO Box 6560 Laurel, MS 39441
Project:	Lincoln Road Detention Pond						
Project No.	12237						

BASE BID							
Item No.	Item Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount
1	CLEARING AND GRUBBING	LS	1	\$478,500.00	\$478,500.00	\$200,000.00	\$200,000.00
2	REMOVAL OF PIPE, 8" AND ABOVE	LF	342	\$35.00	\$11,970.00	\$5.00	\$1,710.00
3	REMOVAL OF HEADWALL	EA	1	\$925.00	\$925.00	\$1,000.00	\$1,000.00
4	UNCLASSIFIED EXCAVATION, AH, LVM	CY	93	\$9.50	\$883.50	\$10.00	\$930.00
5	EXCESS EXCAVATION, LVM, AH	CY	466363	\$7.50	\$3,497,722.50	\$9.75	\$4,547,039.25
6	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	662	\$27.15	\$17,973.30	\$10.00	\$6,620.00
7	SUPERPHOSPHATE	TON	13	\$1,051.00	\$13,663.00	\$700.00	\$9,100.00
8	MOWING	ACRE	26	\$309.00	\$8,034.00	\$100.00	\$2,600.00
9	GRASSING	ACRE	26	\$1,112.00	\$28,912.00	\$1,200.00	\$31,200.00
10	AGRICULTURAL LIMESTONE	TON	78	\$123.65	\$9,644.70	\$100.00	\$7,800.00
11	MULCH, VEGETATIVE MULCH	TON	52	\$247.00	\$12,844.00	\$175.00	\$9,100.00
12	TEMPORARY GRASSING	ACRE	26	\$1,051.00	\$27,326.00	\$750.00	\$19,500.00
13	TEMPORARY SILT FENCE	LF	5000	\$4.00	\$20,000.00	\$3.75	\$18,750.00
14	WATTLES, 20"	LF	2500	\$7.40	\$18,500.00	\$4.00	\$10,000.00
15	CRUSHED STONE BASE, SIZE 610	CY	251	\$235.00	\$58,985.00	\$120.00	\$30,120.00
16	9.5 mm, ST, ASPHALT PAVEMENT	TON	16	\$216.00	\$3,456.00	\$175.00	\$2,800.00
17	19 mm, ST, ASPHALT PAVEMENT	TON	26	\$239.00	\$6,214.00	\$175.00	\$4,550.00
18	42" REINFORCED CONCRETE PIPE, RUBBER TYPE GASKETS	LF	472	\$185.00	\$87,320.00	\$170.00	\$80,240.00
19	42" REINFORCED CONCRETE END SECTION	EA	1	\$3,125.00	\$3,125.00	\$2,250.00	\$2,250.00
20	INLET STRUCTURE, COMPLETE-IN-PLACE	EA	1	\$154,500.00	\$154,500.00	\$67,000.00	\$67,000.00
21	DISCHARGE STRUCTURE, COMPLETE-IN-PLACE	EA	1	\$58,000.00	\$58,000.00	\$35,000.00	\$35,000.00
22	72" TYPE I CHAIN LINK FENCE, CLASS II, WITH TOP GUARD	LF	5050	\$18.90	\$95,445.00	\$22.00	\$111,100.00
23	GATE, 24' X 6' DOUBLE CHAIN LINK WITH TOP GUARD	EA	1	\$1,901.00	\$1,901.00	\$2,000.00	\$2,000.00
24	MAINTENANCE OF TRAFFIC	LS	1	\$36,000.00	\$36,000.00	\$15,000.00	\$15,000.00
25	MOBILIZATION	LS	1	\$133,000.00	\$133,000.00	\$50,000.00	\$50,000.00
26	JUNCTION BOX, JB1, AS PER PLANS	EA	1	\$6,600.00	\$6,600.00	\$8,000.00	\$8,000.00
Bid Total:					\$4,791,444.00	\$5,273,409.25	\$5,273,409.25

Comments:

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on June 20, 2024, and that said tabulation is true and correct to the best of my belief.

Shea E. McNease, P.E.

EXHIBIT D
WALTERS BID

89272321.v1

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

LINCOLN ROAD DETENTION POND

FOR THE

CITY OF HATTIESBURG

MAY 2024



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 10:00 AM on June 20, 2024 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

LINCOLN ROAD DETENTION POND 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. The City of Hattiesburg is an Equal Opportunity Employer. The City encourages small and minority businesses, women's business enterprises, and labor surplus area firms to submit proposals.

Each BID must be received sealed and marked EXACTLY as follows:

BID: LINCOLN ROAD DETENTION POND HATTIESBURG, MISSISSIPPI

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

PUBLISHED by Order of the Council on the 7th day of May A.D., 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on May 16, 2024 and May 23, 2024
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

INFORMATION FOR BIDDERS

BIDS will be received by City of Hattiesburg , MS herein called the "OWNER", at City Hall until 10:00 AM on June 20 , 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 **LINCOLN ROAD DETENTION POND, 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 \$1000 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.

SPECIAL NOTICE TO BIDDERS

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal

opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Copeland "Anti-Kickback" Act.

- (1) The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in

such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure

notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(5) By entering into this Contract, the Contractor is certifying the following:

- a. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department of agency or any political subdivision or agency of the State of Mississippi.
- b. Contractor has not, within a three (3) year period preceding this Contract, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction.
- c. Contractor has not, within three (3) year period preceding this Contract, been convicted of or had a civil judgement rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- d. Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of these offenses enumerated in Article 5.B. and Article 5.C., above; and,
- e. Contractor has not, within a three (3) year period preceding this Contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Compliance with Miss. Code Ann. 31-5-37

Contractor agrees to comply with Mississippi Code Ann. 31-5-37. Within seven (7) days of project award the Contractor shall submit to the Owner and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contractor and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contractor.

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. INDEMNIFICATION

To the extent allowed by state law, CONTRACTOR agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of CONTRACTOR, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

2. RELATIONSHIP STATUS

The CONTRACTOR acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the OWNER and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The OWNER and CONTRACTOR also acknowledge and agree that any benefit to vendors contracting with the OWNER or CONTRACTORS arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the OWNER.

Upon execution of any contract between the OWNER and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The OWNER and CONTRACTOR shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the OWNER and any other party. The OWNER, CONTRACTOR and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the OWNER and any

other party. The OWNER and the CONTRACTOR acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the OWNER and the CONTRACTOR or any other parties.

3. ACCESS TO RECORDS

Provided CONTRACTOR is given reasonable advance written notice and such inspection is made during normal business hours of CONTRACTOR, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of CONTRACTOR's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the CONTRACTOR's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by CONTRACTOR for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

CONTRACTOR is not required to retain the above-mentioned records for the ten-year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. CONTRACTOR has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before CONTRACTOR provides the records and corresponding certification to MDEQ, in which case, CONTRACTOR shall retain the records until all issues arising out of the action are finally resolved; and
- C. CONTRACTOR provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

4. RECORD RETENTION AND RIGHT TO AUDIT

The CONTRACTOR shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. CONTRACTOR shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

5. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, CONTRACTOR shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

6. CONFLICT OF INTEREST

The CONTRACTOR covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONTRACTOR further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

7. COOPERATION AND EVALUATION

The CONTRACTOR agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the

Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the CONTRACTOR agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT

Further, in the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING - REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

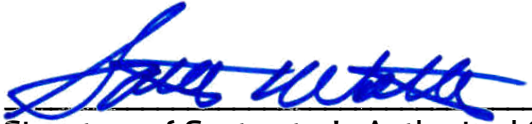
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
4. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
5. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed

when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Walters Construction Co., Inc.](#), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

[Scottie Walters - President](#)
Name and Title of Contractor's Authorized Official

[64-0854429](#)
Contractor's Employer Identification Number (EIN)

[06/19/24](#)
Date

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,
- E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt

and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action

arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels

therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

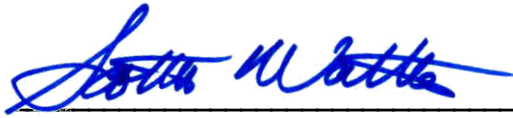
The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

The Contractor, Walters Construction Co., Inc., certifies the above Attachment C, Subaward Terms and Conditions for Contracted Parties.



Signature of Contractor's Authorized Official

Scottie Walters - President

Name and Title of Contractor's Authorized Official

06/19/24

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

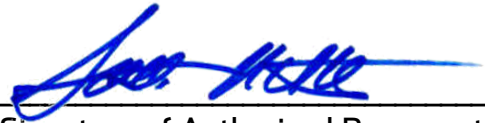
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Walters Construction Co., Inc.

Business Name

By Scottie Walters - President

Name and Title of Authorized Representative



Signature of Authorized Representative

06/19/24

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal

that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

SUPPLEMENT TO NOTICE TO BIDDERS NO. 1

DATE: 06/08/2021

SUBJECT: Governing Specifications

Change the web address at the end of the first paragraph to the following.

<https://shop.mdot.ms.gov/default.aspx?StoreIndex=1>

SECTION 904 - NOTICE TO BIDDERS NO. 3

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Final Clean-Up

Immediately prior to final inspection for release of maintenance, the Contractor shall pick up, load, transport and properly dispose of all litter from the entire highway right-of-way that is within the termini of the project.

Litter shall include, but not be limited to, solid wastes such as glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

Litter removal is considered incidental to other items of work and will not be measured for separate payment.

SECTION 904 - NOTICE TO BIDDERS NO. 28

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Fuel and Material Adjustments

Bidders are advised that **NO FUEL OR MATERIAL ADJUSTMENT**, as addressed in Subsection 109.07 of the Standard Specifications, will be allowed on this project.

SECTION 904 - NOTICE TO BIDDERS NO. 516**CODE:****(IS) DATE: 11/28/2017****SUBJECT: Errata and Modifications to the 2017 Standard Specifications**

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
16	102.06	In the seventh full paragraph, change “Engineer” to “Director.”
33	105.05.1	In the sixth sentence, change “Contract Administration Engineer” to “Contract Administration Director.”
34	105.05.2.1	In subparagraph 2, change “SWPPP, ECP” to “SWPPP and the ECP”
35	105.05.2.2	In subparagraphs 2, add “ and” to the end of the sentence. In subparagraph 3, remove “, and” and add “.”.
90	109.04.2	In the last paragraph of subparagraph (a), place a period “.” at the end of the sentence.
93	109.04.2	In the last paragraph of subparagraph (g), place a period “.” at the end of the sentence. Also, in the first paragraph of subparagraph (h), place a period “.” at the end of the sentence.
97	109.07	Under ADJUSTMENT CODE , subparagraph (A1), change “HMA mixture” to “Asphalt mixtures.”
98	109.11	In the third sentence, change “Engineer” to “Director.”
219	308.04	In the last sentence of the last paragraph, change “Contractor’s decision” to “Engineer’s decision.”
300	405.02.5.9	In the first sentence of the second paragraph, change “Hot Mix Asphalt” to “Asphalt Mixtures.”
502	630.01.1	In the first paragraph, change “ <u>AASHTO</u> ” to “AASHTO’s <u>LRFD</u> ”.
636	646.05	Change “each” to “per each” for the pay item units of payment.
640	656.02.6.2	In item 7), change “down stream” to “downstream”.
688	630.03.2	Change the subsection number from “630.03.2” to “680.03.2.”
725	702.08.3	In the second sentence of the first paragraph, change “hot-mix” to “asphalt.”
954	804.02.13.1.6	In the definition for “M” in the % Reduction formulas, change “paragraph 7.3” to “paragraph 5.3.”

DATE: 05/13/2024

SUBJECT: Control of Work

Section 105, Control of Work, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-105.01--Authority of the Engineer. Delete the first sentence of the second paragraph of Subsection 105.01 on page 31, and substitute the following.

The Engineer has the right to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to correct conditions unsafe for workmen or the general public, for failure to carry out provisions of the Contract, or for failure to carry out orders.

907-105.02--Plans and Working Drawings. Delete the first paragraph of Subsection 105.02 on page 31, and substitute the following.

After the contract is executed by the Executive Director, the Contractor will receive, free of charge, two bound copies of the proposal and contract documents (one executed and one blank) two full scale copies of the plans, five half-scale copies of the Plans, and Electronic Files Identified as Plans. The Contractor shall have one copy of the proposal and contract documents and one half-scale copy of the plans available at all times during work activity on the project.

DATE: 05/13/2024

SUBJECT: Measurement and Payment

Section 109, Measurement and Payment, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-109.01--Measurement of Quantities. Delete the sixth full paragraph of Subsection 109.01 on page 88, and substitute the following.

If appropriate based on the specific circumstances of the project, the Contractor may request that material specified to be measured by the cubic yard or ton be converted to the other measure. The Contractor must submit this request to the Engineer. The Engineer will provide an approval or denial in writing. The decision is in the sole discretion of the Engineer. If approved, factors for this conversion will be determined by the District Materials Engineer and agreed to by the Contractor. The conversion of the materials along with the conversion factor will be incorporated into the Contract by supplemental agreement. The supplemental agreement must be executed before such method of measurement is used.

907-109.04--Extra Work.

907-109.04.1--Supplemental Agreement. Delete the second paragraph of Subsection 109.04.1 on page 90.

907-109.04.2--Force Account Agreement. Delete the last sentence of subparagraph (c) in Subsection 109.04.2 on page 91, and substitute the following.

An amount will be added equal to fifteen percent (15%) of the sum thereof, excluding sales tax.

Delete subparagraph (d) in Subsection 109.04.2 on pages 91 & 92, and substitute the following.

- (d) **Equipment.** Equipment used for force account work shall be of sufficient size and type necessary to perform the required work in an economic and expeditious manner. The Contractor must provide the manufacturer, make, model, year, type of fuel and other necessary information to determine proper hourly payment rates. Subject to advance approval of the Engineer, actual transportation cost for a distance of not more than 200 miles will be reimbursed for equipment not already on the project.

For equipment authorized by the Engineer for use on the force account work, the Engineer will use the equipment rental rates from the “*Rental Rate Blue Book*” as published on the Equipment Watch website www.equipmentwatch.com for the time period the force account work is authorized to determine payment to the Contractor.

The maximum allowable rates are determined as follows:

1. The hourly equipment rate will equal the FHWA total hourly rate. This rate takes into account adjustment factors for age and region.
2. The hourly estimated operating costs have been included in the FHWA total hourly rate.
3. The idle and standby rates shall be as listed in the “*Rental Rate Blue Book*” as reported by *Equipment Watch*.
4. These rates include the basic machine plus any necessary attachments.

Standby rates shall apply when equipment is not in operation and is approved by the Engineer to standby for later use to complete the work. Idle rates shall apply to equipment located on the project and the engine is burning fuel but no ground engaging or other components are actively engaged in meaningful work. In general, idle or standby rates shall apply when equipment is not in use, but will be needed again to complete the work and the cost of moving the equipment will exceed the accumulated standby cost. If the idle standby cost should exceed the equipment moving cost to or from the work site, the Contractor will be entitled to the moving cost only. Idle or standby rates will be used under the following conditions:

1. The equipment is totally dedicated to the force account work and not used intermittently on other work.
2. Idle or standby cost will be considered only after equipment has been operated on force account work.
3. The sum of idle or standby time and operating time shall not exceed eight (8) hours per day or 40 hours in a week.
4. Idle or standby payment will not apply to days not normally considered to be work days such as holidays, weekends, or days of inclement weather when no other work is taking place.

The Department will not pay for idle or standby time when equipment is inoperable, for time spent repairing equipment, or for the time elapsed after the Engineer has advised the Contractor that the equipment is no longer needed. The Department will determine if it will be more cost effective to pay standby time on approved equipment on site or for multiple mobilizations.

If equipment is needed, which is not included in the *Rental Rate Blue Book* as reported by *Equipment Watch*, the Department and Contractor will agree upon reasonable rental rates in writing before the equipment is used.

All equipment shall be subject to approval from day to day in accordance with the requirements of Subsection 108.05.

907-109.06--Partial Payment.

907-109.06.2--Advancement on Materials.

Delete the next to last paragraph of Subsection 109.06.2 on page 95, and substitute the following.

Materials for which an advanced payment has been allowed must be paid for by the Contractor within 30 days of the estimate on which the advanced payment was first allowed and proof of said payment must

be verified by the supplier. If proof of payment is not furnished within the allowable 30 days, the advanced payment will be deducted on subsequent current estimates until such time that proof of payment is furnished.

907-109.07--Changes in Material Costs. After the fifth paragraph of Subsection 109.07 on page 96, change the web address to the following.

https://mdot.ms.gov/portal/current_letting

SECTION 904 - NOTICE TO BIDDERS NO. 7011

CODE: (SP)

7011 DATE: 05/13/2024

SUBJECT: Contract Time

PROJECT: Lincoln Road Detention Pond

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable working days are assessed, or any extension thereto as provided in Subsection 108.06 of the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition.

The Notice of Award will be issued within 60 days of the bid opening date and the effective date of the Notice to Proceed / Beginning of Contract Time Date will be within 8 months following the Date of the Notice of Execution of Contract Letter. Should the Notice to Proceed / Beginning of Contract Time Date fall within the winter months of December, January, or February the Notice to Proceed/Beginning of Contract time will be March 1st.

The Contractor shall request a Notice to Proceed/Beginning of Contract Time date in writing after receiving the Notice of Execution of Contract Letter and the date requested should be within the 8 month period following the Date of the Notice of Execution of Contract Letter.

The Contractor's written request for Notice to proceed Date should be given a minimum of seven (7) calendar days in advance of the Notice to Proceed requested. Should the Contractor request a Notice to Proceed earlier than stipulated above, and it is agreeable with the LPA for an early Notice to Proceed, the requested date will become the new Notice to Proceed date. Regardless of whether or not an early Notice to Proceed is granted, contract time will start at the original Notice to Proceed date.

450 Calendar Days have been allowed for the completion of work for the base phase of on this project. Under no circumstances shall the project completion date exceed 08/15/2026.

Any fabrication of needed materials can begin after the contract has been executed and submittals are approved.

PROPOSAL FORM

I (we) agree to begin work in accordance with NTB 7011.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

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

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Walters Construction Co., Inc.

Bidding Company



Authorized by:

2051 Hwy 84 East

Laurel, MS 39443

ADDRESS

PROPOSAL

LINCOLN ROAD DETENTION POND

Item No.	Description	Unit	Quantity	Unit Price	Extension
1	CLEARING AND GRUBBING	LS	1	\$478,500.00	\$478,500.00
2	REMOVAL OF PIPE, 8" AND ABOVE	LF	342	\$35.00	\$11,970.00
3	REMOVAL OF HEADWALL	EA	1	\$925.00	\$925.00
4	UNCLASSIFIED EXCAVATION, AH, LVM	CY	93	\$9.50	\$883.50
5	EXCESS EXCAVATION, LVM, AH	CY	466,363	\$7.50	\$3,497,722.50
6	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	662	\$27.15	\$17,973.30
7	SUPERPHOSPHATE	TON	13	\$1,051.00	\$13,663.00
8	MOWING	ACRE	26	\$309.00	\$8,034.00
9	GRASSING	ACRE	26	\$1,112.00	\$28,912.00
10	AGRICULTURAL LIMESTONE	TON	78	\$123.65	\$9,644.70
11	MULCH, VEGETATIVE MULCH	TON	52	\$247.00	\$12,844.00
12	TEMPORARY GRASSING	ACRE	26	\$1,051.00	\$27,326.00
13	TEMPORARY SILT FENCE	LF	5,000	\$4.00	\$20,000.00
14	WATTLES, 20"	LF	2,500	\$7.40	\$18,500.00
15	CRUSHED STONE BASE, SIZE 610	CY	251	\$235.00	\$58,985.00
16	9.5 mm, ST, ASPHALT PAVEMENT	TON	16	\$216.00	\$3,456.00
17	19 mm, ST, ASPHALT PAVEMENT	TON	26	\$239.00	\$6,214.00
18	42" REINFORCED CONCRETE PIPE, RUBBER TYPE GASKETS	LF	472	\$185.00	\$87,320.00

19	42" REINFORCED CONCRETE END SECTION	EA	1	\$3,125.00	\$3,125.00
20	INLET STRUCTURE, COMPLETE-IN-PLACE	EA	1	\$154,500.00	\$154,500.00
21	DISCHARGE STRUCTURE, COMPLETE-IN-PLACE	EA	1	\$58,000.00	\$58,000.00
22	72" TYPE I CHAIN LINK FENCE, CLASS II, WITH TOP GUARD	LF	5,050	\$18.90	\$95,445.00
23	GATE, 24' X 6' DOUBLE CHAIN LINK WITH TOP GUARD	EA	1	\$1,901.00	\$1,901.00
24	MAINTENANCE OF TRAFFIC	LS	1	\$36,000.00	\$36,000.00
25	MOBILIZATION	LS	1	\$133,000.00	\$133,000.00
26	JUNCTION BOX, JB1, AS PER PLANS	EA	1	\$6,600.00	\$6,600.00
				BID TOTAL:	\$4,791,444.00

Bid Respectfully Submitted, Name of Firm or Bidder: Walters Construction Co., Inc.

ADDENDUM No. 1
to the
CONTRACT DOCUMENTS and SPECIFICATIONS
for the
LINCOLN ROAD STORM WATER DETENTION FACILITY
CITY of HATTIESBURG

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

CHANGE No. 1 - Replace Sheet No. 1 in the project Construction Plans with the Sheet No. 1 attached to this addendum.

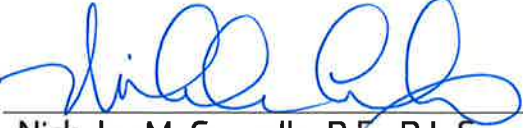
CHANGE No. 2 - Replace Sheet No. 4 in the project Construction Plans with the Sheet No. 4 attached to this addendum.

CHANGE No. 3 - Add Sheet No. 6504 to the project Construction Plans.

CHANGE No. 4 - Replace the PROPOSAL in the project Specifications and Contract Documents with the attached PROPOSAL.

CLARIFICATION - The above listed items are being used to change a manhole in the design to a junction box.

SHOWS, DEARMAN & WAITS, INC.

by: 
Nicholas M. Connolly, P.E., P.L.S.

Dated this 17th day of June, 2024.

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

Contractor: Walters Construction Co., Inc.

Signature: 

Title: President

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, Walters Construction Co., Inc Principal, and Western Surety Company 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 20th day of June, 20 24.

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:

LINCOLN ROAD DETENTION POND HATTIESBURG, MISSISSIPPI

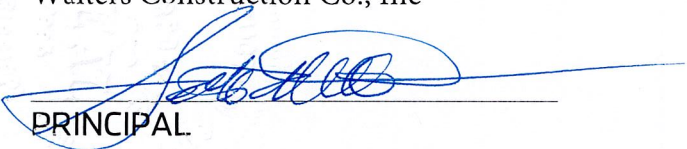
NOW, THEREFORE,

- (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.

Walters Construction Co., Inc

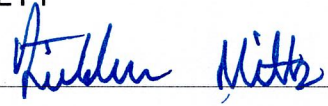


PRINCIPAL

Western Surety Company

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.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint **Fielden Mitts**, Individually of Jackson, MS, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond
Principal: Walters Construction Co., Inc.
Obligee: City of Hattiesburg

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.



WESTERN SURETY COMPANY

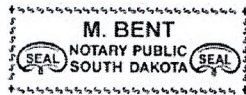
Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of June, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Deputy Director
cc: Marybeth Bergin, Director of Transportation and Engineering
Date: Tuesday, September 3, 2024
Re: Approve Lighting Agreements with Mississippi Power Company for additional street lighting for a monthly increase of \$50.22 and authorize the Mayor to execute the same.
File Number: 2024-423
Minute Book #

Summary

Approve Lighting Agreements with Mississippi Power Company for additional street lighting on E. 5th St. and Ferguson Alley for a monthly increase of \$50.22 and authorize the Mayor to execute the same.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 3, 2024 City Council meeting for consideration.

DATE:

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF PHONE:
AUTHORIZED SIGNATURE DATE:
DEVELOPER NAME ACCOUNT #
DEVELOPER SIGNATURE DATE:
DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT:
Attach a plat for development.

**TO: MISSISSIPPI POWER COMPANY, ATTN. :(MPC LIGHTING SERVICES) P.O. Box 4079,
Gulfport, MS 39502, FAX # 228-865-5843 or Email: (G2MPCLSVC@southernco.com)**

DATE MAIL/FAX/ EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

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

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
LED FIXTURES		
50 WATT LED		
90 WATT LED	1 3	E 5th St next to church \$33.87
110 WATT LED		
190 WATT LED		
OTHER FIXTURES		

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

PLEASE FAX OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT. AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.

DATE:

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF PHONE:
AUTHORIZED SIGNATURE DATE:
DEVELOPER NAME ACCOUNT #
DEVELOPER SIGNATURE DATE:
DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT:
Attach a plat for development.

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

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
LED FIXTURES		
50 WATT LED	1 1	Ferguson Alley Monthl cost including 1 pole \$16.35
90 WATT LED		
110 WATT LED		
190 WATT LED		
OTHER FIXTURES		

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

PLEASE FAX OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT. AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Marybeth Bergin, Director of Transportation and Engineering

cc:

Date: Tuesday, September 3, 2024

Re: Acknowledge bids received June 20th, 2024 for the Lincoln Road Detention Pond and accept the bid from Walters Construction Company, Inc in the amount of \$4,791,444.00; and Authorize the Mayor to execute any and all documents required for the project including, but not limited to, construction contracts.
File Number: 2024-423
Minute Book #

Summary

Acknowledge bids received June 20th, 2024 for the Lincoln Road Detention Pond and accept the bid from Walters Construction Company, Inc in the amount of \$4,791,444.00; and Authorize the Mayor to execute any and all documents required for the project including, but not limited to, construction contracts.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 3, 2024 City Council meeting for consideration.



Engineering Progress

August 6, 2024

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

Attn: Marybeth Bergin, P.E.

Re: Lincoln Road Detention Pond
City of Hattiesburg

Dear Marybeth:

I have certified the enclosed bid tabulation which represents all bids that were received and opened at 10:00 a.m. on June 20, 2024 for the above referenced project.

I am recommending Walters Construction Company, Inc. of Laurel, MS in the bid amount of Four Million, Seven Hundred Ninety-One Thousand, Four Hundred Forty-Four Dollars and Zero Cents (\$4,791,444.00).

Enclosed is a copy of the original bid from Walters Construction Company, Inc. and bids from all other bidders.

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

Sincerely,



Shea E. McNease, P.E.
Project Engineer

/lr

BID TAB				June 20, 2024		Walters Construction Co.		Walker Construction LLC		TL Wallace Construction		Kelley Brothers Contractors, Inc.		Looks Great Services of MS, Inc.		Dunn Roadbuilders LLC	
Project:		Lincoln Road Detention Pond		2051 Hwy 84 East		344 Hwy 13		4025 Hwy 35 North		401 County Farm Rd.		1501 Highway 13 North		PO Box 6560			
Project No.		12237		Laurel, MS 39443		Wiggins, MS 39577		Columbia, MS 39429		Waynesboro, MS 39367		Columbia, MS 39429		Laurel, MS 39441			
BASE BID																	
Item No.	Item Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	CLEARING AND GRUBBING	LS	1	\$478,500.00	\$478,500.00	\$200,000.00	\$200,000.00	\$169,420.00	\$169,420.00	\$352,331.60	\$352,331.60	\$499,300.00	\$499,300.00	\$430,000.00	\$430,000.00		
2	REMOVAL OF PIPE, 8" AND ABOVE	LF	342	\$35.00	\$11,970.00	\$5.00	\$1,710.00	\$32.25	\$11,029.50	\$25.91	\$8,861.22	\$49.00	\$16,758.00	\$37.00	\$12,654.00		
3	REMOVAL OF HEADWALL	EA	1	\$925.00	\$925.00	\$1,000.00	\$1,000.00	\$603.00	\$603.00	\$6,735.75	\$6,735.75	\$6,800.00	\$6,800.00	\$925.00	\$925.00		
4	UNCLASSIFIED EXCAVATION, AH, LVM	CY	93	\$9.50	\$883.50	\$10.00	\$930.00	\$27.25	\$2,534.25	\$12.44	\$1,156.92	\$14.59	\$1,356.87	\$11.00	\$1,023.00		
5	EXCESS EXCAVATION, LVM, AH	CY	466363	\$7.50	\$3,497,722.50	\$9.75	\$4,547,039.25	\$9.75	\$4,547,039.25	\$10.32	\$4,812,866.16	\$9.28	\$4,327,848.64	\$11.80	\$5,503,083.40		
6	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	662	\$27.15	\$17,973.30	\$10.00	\$6,620.00	\$21.25	\$14,067.50	\$20.73	\$13,723.26	\$29.96	\$19,833.52	\$30.00	\$19,860.00		
7	SUPERPHOSPHATE	TON	13	\$1,051.00	\$13,663.00	\$700.00	\$9,100.00	\$700.00	\$9,100.00	\$1,295.34	\$16,839.42	\$1,000.00	\$13,000.00	\$660.00	\$8,580.00		
8	MOWING	ACRE	26	\$309.00	\$8,034.00	\$100.00	\$2,600.00	\$234.00	\$6,084.00	\$1,243.52	\$32,331.52	\$100.00	\$2,600.00	\$220.00	\$5,720.00		
9	GRASSING	ACRE	26	\$1,112.00	\$28,912.00	\$1,200.00	\$31,200.00	\$1,400.00	\$36,400.00	\$1,305.70	\$33,948.20	\$1,000.00	\$26,000.00	\$1,320.00	\$34,320.00		
10	AGRICULTURAL LIMESTONE	TON	78	\$123.65	\$9,644.70	\$100.00	\$7,800.00	\$234.00	\$18,252.00	\$233.16	\$18,186.48	\$125.40	\$9,781.20	\$270.00	\$21,060.00		
11	MULCH, VEGETATIVE MULCH	TON	52	\$247.00	\$12,844.00	\$175.00	\$9,100.00	\$292.00	\$15,184.00	\$362.69	\$18,859.88	\$205.00	\$10,660.00	\$275.00	\$14,300.00		
12	TEMPORARY GRASSING	ACRE	26	\$1,051.00	\$27,326.00	\$750.00	\$19,500.00	\$1,400.00	\$36,400.00	\$673.58	\$17,513.08	\$500.00	\$13,000.00	\$1,320.00	\$34,320.00		
13	TEMPORARY SILT FENCE	LF	5000	\$4.00	\$20,000.00	\$3.75	\$18,750.00	\$5.85	\$29,250.00	\$7.25	\$36,250.00	\$5.25	\$26,250.00	\$5.50	\$27,500.00		
14	WATTLES, 20"	LF	2500	\$7.40	\$18,500.00	\$4.00	\$10,000.00	\$9.95	\$24,875.00	\$9.33	\$23,325.00	\$7.05	\$17,625.00	\$16.00	\$40,000.00		
15	CRUSHED STONE BASE, SIZE 610	CY	251	\$235.00	\$58,985.00	\$120.00	\$30,120.00	\$111.00	\$27,861.00	\$101.04	\$25,361.04	\$250.00	\$62,750.00	\$132.00	\$33,132.00		
16	9.5 mm, ST, ASPHALT PAVEMENT	TON	16	\$216.00	\$3,456.00	\$175.00	\$2,800.00	\$376.00	\$6,016.00	\$388.60	\$6,217.60	\$310.00	\$4,960.00	\$235.00	\$3,760.00		
17	19 mm, ST, ASPHALT PAVEMENT	TON	26	\$239.00	\$6,214.00	\$175.00	\$4,550.00	\$340.00	\$8,840.00	\$388.60	\$10,103.60	\$310.00	\$8,060.00	\$200.00	\$5,200.00		
18	42" REINFORCED CONCRETE PIPE, RUBBER TYPE GASKETS	LF	472	\$185.00	\$87,320.00	\$170.00	\$80,240.00	\$140.00	\$66,080.00	\$284.97	\$134,505.84	\$199.00	\$93,928.00	\$280.00	\$132,160.00		
19	42" REINFORCED CONCRETE END SECTION	EA	1	\$3,125.00	\$3,125.00	\$2,250.00	\$2,250.00	\$2,410.00	\$2,410.00	\$3,937.82	\$3,937.82	\$3,344.00	\$3,344.00	\$4,000.00	\$4,000.00		
20	INLET STRUCTURE, COMPLETE-IN-PLACE	EA	1	\$154,500.00	\$154,500.00	\$67,000.00	\$67,000.00	\$122,600.00	\$122,600.00	\$36,269.43	\$36,269.43	\$177,367.75	\$177,367.75	\$112,000.00	\$112,000.00		
21	DISCHARGE STRUCTURE, COMPLETE-IN-PLACE	EA	1	\$58,000.00	\$58,000.00	\$35,000.00	\$35,000.00	\$76,800.00	\$76,800.00	\$10,362.69	\$10,362.69	\$45,385.03	\$45,385.03	\$73,000.00	\$73,000.00		
22	72" TYPE I CHAIN LINK FENCE, CLASS II, WITH TOP GUARD	LF	5050	\$18.90	\$95,445.00	\$22.00	\$111,100.00	\$18.25	\$92,162.50	\$21.38	\$107,969.00	\$19.59	\$98,929.50	\$24.00	\$121,200.00		
23	GATE, 24' X 6' DOUBLE CHAIN LINK WITH TOP GUARD	EA	1	\$1,901.00	\$1,901.00	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$1,865.28	\$1,865.28	\$1,570.00	\$1,570.00	\$1,600.00	\$1,600.00		
24	MAINTENANCE OF TRAFFIC	LS	1	\$36,000.00	\$36,000.00	\$15,000.00	\$15,000.00	\$46,500.00	\$46,500.00	\$173,056.99	\$173,056.99	\$34,478.85	\$34,478.85	\$64,000.00	\$64,000.00		
25	MOBILIZATION	LS	1	\$133,000.00	\$133,000.00	\$50,000.00	\$50,000.00	\$530,000.00	\$530,000.00	\$76,476.68	\$76,476.68	\$550,000.00	\$550,000.00	\$56,000.00	\$56,000.00		
26	JUNCTION BOX, JB1, AS PER PLANS	EA	1	\$6,600.00	\$6,600.00	\$8,000.00	\$8,000.00	\$27,800.00	\$27,800.00	\$10,362.69	\$10,362.69	\$6,738.12	\$6,738.12	\$28,000.00	\$28,000.00		
Bid Total:					\$4,791,444.00		\$5,273,409.25		\$5,929,108.00		\$5,989,417.15		\$6,078,324.48		\$6,787,397.40		

Comments:

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on June 20, 2024, and that said tabulation is true and correct to the best of my belief.

Shea E. McNease, P.E.



Engineering Progress

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

LINCOLN ROAD DETENTION POND

FOR THE

CITY OF HATTIESBURG

MAY 2024



PREPARED BY:

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

ADDENDUM No. 1
to the
CONTRACT DOCUMENTS and SPECIFICATIONS
for the
LINCOLN ROAD STORM WATER DETENTION FACILITY
CITY of HATTIESBURG

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

CHANGE No. 1 - Replace Sheet No. 1 in the project Construction Plans with the Sheet No. 1 attached to this addendum.

CHANGE No. 2 - Replace Sheet No. 4 in the project Construction Plans with the Sheet No. 4 attached to this addendum.

CHANGE No. 3 - Add Sheet No. 6504 to the project Construction Plans.

CHANGE No. 4 - Replace the PROPOSAL in the project Specifications and Contract Documents with the attached PROPOSAL.

CLARIFICATION - The above listed items are being used to change a manhole in the design to a junction box.

SHOWS, DEARMAN & WAITS, INC.

by:



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

Dated this 17th day of June, 2024.

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

Contractor: Looks Great Services of MS, Inc.

Signature:



Title:

Vice President

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ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, MISSISSIPPI, will receive sealed bids until **10:00 AM** on June 20, 2024 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

LINCOLN ROAD DETENTION POND 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. The City of Hattiesburg is an Equal Opportunity Employer. The City encourages small and minority businesses, women's business enterprises, and labor surplus area firms to submit proposals.

Each BID must be received sealed and marked EXACTLY as follows:

BID: LINCOLN ROAD DETENTION POND HATTIESBURG, MISSISSIPPI

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

PUBLISHED by Order of the Council on the 7th day of May A.D., 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on May 16, 2024 and May 23, 2024
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

INFORMATION FOR BIDDERS

BIDS will be received by City of Hattiesburg, MS herein called the "OWNER", at City Hall until 10:00 AM on June 20, 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 LINCOLN ROAD DETENTION POND, 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 \$1000 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.

SPECIAL NOTICE TO BIDDERS

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal

opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Copeland "Anti-Kickback" Act.

- (1) The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in

such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure

notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(5) By entering into this Contract, the Contractor is certifying the following:

- a. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department of agency or any political subdivision or agency of the State of Mississippi.
- b. Contractor has not, within a three (3) year period preceding this Contract, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction.
- c. Contractor has not, within three (3) year period preceding this Contract, been convicted of or had a civil judgement rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- d. Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of these offenses enumerated in Article 5.B. and Article 5.C., above; and,
- e. Contractor has not, within a three (3) year period preceding this Contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Compliance with Miss. Code Ann. 31-5-37

Contractor agrees to comply with Mississippi Code Ann. 31-5-37. Within seven (7) days of project award the Contractor shall submit to the Owner and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contractor and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contractor.

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. INDEMNIFICATION

To the extent allowed by state law, CONTRACTOR agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of CONTRACTOR, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

2. RELATIONSHIP STATUS

The CONTRACTOR acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the OWNER and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The OWNER and CONTRACTOR also acknowledge and agree that any benefit to vendors contracting with the OWNER or CONTRACTORS arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the OWNER.

Upon execution of any contract between the OWNER and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The OWNER and CONTRACTOR shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the OWNER and any other party. The OWNER, CONTRACTOR and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the OWNER and any

other party. The OWNER and the CONTRACTOR acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the OWNER and the CONTRACTOR or any other parties.

3. ACCESS TO RECORDS

Provided CONTRACTOR is given reasonable advance written notice and such inspection is made during normal business hours of CONTRACTOR, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of CONTRACTOR's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the CONTRACTOR's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by CONTRACTOR for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

CONTRACTOR is not required to retain the above-mentioned records for the ten-year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. CONTRACTOR has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before CONTRACTOR provides the records and corresponding certification to MDEQ, in which case, CONTRACTOR shall retain the records until all issues arising out of the action are finally resolved; and
- C. CONTRACTOR provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

4. RECORD RETENTION AND RIGHT TO AUDIT

The CONTRACTOR shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. CONTRACTOR shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

5. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, CONTRACTOR shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

6. CONFLICT OF INTEREST

The CONTRACTOR covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONTRACTOR further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

7. COOPERATION AND EVALUATION

The CONTRACTOR agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the

Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the CONTRACTOR agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT

Further, in the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING - REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
4. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
5. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed

when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Looks Great Services of MS, Inc.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Kristian Agolia, Vice President

Name and Title of Contractor's Authorized Official

27-4125328

Contractor's Employer Identification Number (EIN)

6/11/2024

Date

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,
- E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt

and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action

arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels

therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

Looks Great Services of MS, Inc.

The Contractor, _____, certifies the above Attachment C, Subaward Terms and Conditions for Contracted Parties.



Signature of Contractor's Authorized Official

Kristian Agolia, Vice President

Name and Title of Contractor's Authorized Official

6/11/2024

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

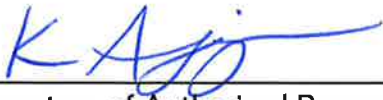
1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Looks Great Services of MS, Inc.

Business Name

By Kristian Agoglia, Vice President
Name and Title of Authorized Representative


Signature of Authorized Representative

6/11/2024

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal

that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

SUPPLEMENT TO NOTICE TO BIDDERS NO. 1

DATE: 06/08/2021

SUBJECT: Governing Specifications

Change the web address at the end of the first paragraph to the following.

<https://shop.mdot.ms.gov/default.aspx?StoreIndex=1>

SECTION 904 - NOTICE TO BIDDERS NO. 3

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Final Clean-Up

Immediately prior to final inspection for release of maintenance, the Contractor shall pick up, load, transport and properly dispose of all litter from the entire highway right-of-way that is within the termini of the project.

Litter shall include, but not be limited to, solid wastes such as glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

Litter removal is considered incidental to other items of work and will not be measured for separate payment.

SECTION 904 - NOTICE TO BIDDERS NO. 28

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Fuel and Material Adjustments

Bidders are advised that **NO FUEL OR MATERIAL ADJUSTMENT**, as addressed in Subsection 109.07 of the Standard Specifications, will be allowed on this project.

SECTION 904 - NOTICE TO BIDDERS NO. 516**CODE:****(IS) DATE:** 11/28/2017**SUBJECT:** Errata and Modifications to the 2017 Standard Specifications

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
16	102.06	In the seventh full paragraph, change “Engineer” to “Director.”
33	105.05.1	In the sixth sentence, change “Contract Administration Engineer” to “Contract Administration Director.”
34	105.05.2.1	In subparagraph 2, change “SWPPP, ECP” to “SWPPP and the ECP”
35	105.05.2.2	In subparagraphs 2, add “ and” to the end of the sentence. In subparagraph 3, remove “, and” and add “.”.
90	109.04.2	In the last paragraph of subparagraph (a), place a period “.” at the end of the sentence.
93	109.04.2	In the last paragraph of subparagraph (g), place a period “.” at the end of the sentence. Also, in the first paragraph of subparagraph (h), place a period “.” at the end of the sentence.
97	109.07	Under ADJUSTMENT CODE, subparagraph (A1), change “HMA mixture” to “Asphalt mixtures.”
98	109.11	In the third sentence, change “Engineer” to “Director.”
219	308.04	In the last sentence of the last paragraph, change “Contractor’s decision” to “Engineer’s decision.”
300	405.02.5.9	In the first sentence of the second paragraph, change “Hot Mix Asphalt” to “Asphalt Mixtures.”
502	630.01.1	In the first paragraph, change “AASHTO” to “AASHTO’s LRFD”.
636	646.05	Change “each” to “per each” for the pay item units of payment.
640	656.02.6.2	In item 7), change “down stream” to “downstream”.
688	630.03.2	Change the subsection number from “630.03.2” to “680.03.2.”
725	702.08.3	In the second sentence of the first paragraph, change “hot-mix” to “asphalt.”
954	804.02.13.1.6	In the definition for “M” in the % Reduction formulas, change “paragraph 7.3” to “paragraph 5.3.”

SPECIAL PROVISION NO. 907-105-2

CODE: (IS)

DATE: 05/13/2024

SUBJECT: Control of Work

Section 105, Control of Work, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-105.01--Authority of the Engineer. Delete the first sentence of the second paragraph of Subsection 105.01 on page 31, and substitute the following.

The Engineer has the right to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to correct conditions unsafe for workmen or the general public, for failure to carry out provisions of the Contract, or for failure to carry out orders.

907-105.02--Plans and Working Drawings. Delete the first paragraph of Subsection 105.02 on page 31, and substitute the following.

After the contract is executed by the Executive Director, the Contractor will receive, free of charge, two bound copies of the proposal and contract documents (one executed and one blank) two full scale copies of the plans, five half-scale copies of the Plans, and Electronic Files Identified as Plans. The Contractor shall have one copy of the proposal and contract documents and one half-scale copy of the plans available at all times during work activity on the project.

DATE: 05/13/2024

SUBJECT: Measurement and Payment

Section 109, Measurement and Payment, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-109.01--Measurement of Quantities. Delete the sixth full paragraph of Subsection 109.01 on page 88, and substitute the following.

If appropriate based on the specific circumstances of the project, the Contractor may request that material specified to be measured by the cubic yard or ton be converted to the other measure. The Contractor must submit this request to the Engineer. The Engineer will provide an approval or denial in writing. The decision is in the sole discretion of the Engineer. If approved, factors for this conversion will be determined by the District Materials Engineer and agreed to by the Contractor. The conversion of the materials along with the conversion factor will be incorporated into the Contract by supplemental agreement. The supplemental agreement must be executed before such method of measurement is used.

907-109.04--Extra Work.

907-109.04.1--Supplemental Agreement. Delete the second paragraph of Subsection 109.04.1 on page 90.

907-109.04.2--Force Account Agreement. Delete the last sentence of subparagraph (c) in Subsection 109.04.2 on page 91, and substitute the following.

An amount will be added equal to fifteen percent (15%) of the sum thereof, excluding sales tax.

Delete subparagraph (d) in Subsection 109.04.2 on pages 91 & 92, and substitute the following.

(d) **Equipment.** Equipment used for force account work shall be of sufficient size and type necessary to perform the required work in an economic and expeditious manner. The Contractor must provide the manufacturer, make, model, year, type of fuel and other necessary information to determine proper hourly payment rates. Subject to advance approval of the Engineer, actual transportation cost for a distance of not more than 200 miles will be reimbursed for equipment not already on the project.

For equipment authorized by the Engineer for use on the force account work, the Engineer will use the equipment rental rates from the "*Rental Rate Blue Book*" as published on the Equipment Watch website www.equipmentwatch.com for the time period the force account work is authorized to determine payment to the Contractor.

The maximum allowable rates are determined as follows:

1. The hourly equipment rate will equal the FHWA total hourly rate. This rate takes into account adjustment factors for age and region.
2. The hourly estimated operating costs have been included in the FHWA total hourly rate.
3. The idle and standby rates shall be as listed in the "*Rental Rate Blue Book*" as reported by *Equipment Watch*.
4. These rates include the basic machine plus any necessary attachments.

Standby rates shall apply when equipment is not in operation and is approved by the Engineer to standby for later use to complete the work. Idle rates shall apply to equipment located on the project and the engine is burning fuel but no ground engaging or other components are actively engaged in meaningful work. In general, idle or standby rates shall apply when equipment is not in use, but will be needed again to complete the work and the cost of moving the equipment will exceed the accumulated standby cost. If the idle standby cost should exceed the equipment moving cost to or from the work site, the Contractor will be entitled to the moving cost only. Idle or standby rates will be used under the following conditions:

1. The equipment is totally dedicated to the force account work and not used intermittently on other work.
2. Idle or standby cost will be considered only after equipment has been operated on force account work.
3. The sum of idle or standby time and operating time shall not exceed eight (8) hours per day or 40 hours in a week.
4. Idle or standby payment will not apply to days not normally considered to be work days such as holidays, weekends, or days of inclement weather when no other work is taking place.

The Department will not pay for idle or standby time when equipment is inoperable, for time spent repairing equipment, or for the time elapsed after the Engineer has advised the Contractor that the equipment is no longer needed. The Department will determine if it will be more cost effective to pay standby time on approved equipment on site or for multiple mobilizations.

If equipment is needed, which is not included in the *Rental Rate Blue Book* as reported by *Equipment Watch*, the Department and Contractor will agree upon reasonable rental rates in writing before the equipment is used.

All equipment shall be subject to approval from day to day in accordance with the requirements of Subsection 108.05.

907-109.06--Partial Payment.

907-109.06.2--Advancement on Materials.

Delete the next to last paragraph of Subsection 109.06.2 on page 95, and substitute the following.

Materials for which an advanced payment has been allowed must be paid for by the Contractor within 30 days of the estimate on which the advanced payment was first allowed and proof of said payment must

be verified by the supplier. If proof of payment is not furnished within the allowable 30 days, the advanced payment will be deducted on subsequent current estimates until such time that proof of payment is furnished.

907-109.07--Changes in Material Costs. After the fifth paragraph of Subsection 109.07 on page 96, change the web address to the following.

https://mdot.ms.gov/portal/current_letting

SECTION 904 - NOTICE TO BIDDERS NO. 7011

CODE: (SP)

7011 DATE: 05/13/2024

SUBJECT: Contract Time

PROJECT: Lincoln Road Detention Pond

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable working days are assessed, or any extension thereto as provided in Subsection 108.06 of the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition.

The Notice of Award will be issued within 60 days of the bid opening date and the effective date of the Notice to Proceed / Beginning of Contract Time Date will be within 8 months following the Date of the Notice of Execution of Contract Letter. Should the Notice to Proceed / Beginning of Contract Time Date fall within the winter months of December, January, or February the Notice to Proceed/Beginning of Contract time will be March 1st.

The Contractor shall request a Notice to Proceed/Beginning of Contract Time date in writing after receiving the Notice of Execution of Contract Letter and the date requested should be within the 8 month period following the Date of the Notice of Execution of Contract Letter.

The Contractor's written request for Notice to proceed Date should be given a minimum of seven (7) calendar days in advance of the Notice to Proceed requested. Should the Contractor request a Notice to Proceed earlier than stipulated above, and it is agreeable with the LPA for an early Notice to Proceed, the requested date will become the new Notice to Proceed date. Regardless of whether or not an early Notice to Proceed is granted, contract time will start at the original Notice to Proceed date.

450 Calendar Days have been allowed for the completion of work for the base phase of on this project. Under no circumstances shall the project completion date exceed 08/15/2026.

Any fabrication of needed materials can begin after the contract has been executed and submittals are approved.

PROPOSAL FORM

I (we) agree to begin work in accordance with NTB 7011.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

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

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Looks Great Services of MS, Inc.

Bidding Company



Kristian Agoglia, Vice President

Authorized by:

1501 Highway 13 North

Columbia, MS 39429

ADDRESS

PROPOSAL

LINCOLN ROAD DETENTION POND

Item No.	Description	Unit	Quantity	Unit Price	Extension
1	CLEARING AND GRUBBING	LS	1	\$ 499,300.00	\$ 499,300.00
2	REMOVAL OF PIPE, 8" AND ABOVE	LF	342	\$ 49.00	\$ 16,758.00
3	REMOVAL OF HEADWALL	EA	1	\$ 6,800.00	\$ 6,800.00
4	UNCLASSIFIED EXCAVATION, AH, LVM	CY	93	\$ 14.59	\$ 1,356.87
5	EXCESS EXCAVATION, LVM, AH	CY	466,363	\$ 9.28	\$ 4,327,848.64
6	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	662	\$ 29.96	\$ 19,833.52
7	SUPERPHOSPHATE	TON	13	\$ 1,000.00	\$ 13,000.00
8	MOWING	ACRE	26	\$ 100.00	\$ 2,600.00
9	GRASSING	ACRE	26	\$ 1,000.00	\$ 26,000.00
10	AGRICULTURAL LIMESTONE	TON	78	\$ 125.40	\$ 9,781.20
11	MULCH, VEGETATIVE MULCH	TON	52	\$ 205.00	\$ 10,660.00
12	TEMPORARY GRASSING	ACRE	26	\$ 500.00	\$ 13,000.00
13	TEMPORARY SILT FENCE	LF	5,000	\$ 5.25	\$ 26,250.00
14	WATTLES, 20"	LF	2,500	\$ 7.05	\$ 17,625.00
15	CRUSHED STONE BASE, SIZE 610	CY	251	\$ 250.00	\$ 62,750.00
16	9.5 mm, ST, ASPHALT PAVEMENT	TON	16	\$ 310.00	\$ 4,960.00
17	19 mm, ST, ASPHALT PAVEMENT	TON	26	\$ 310.00	\$ 8,060.00
18	42" REINFORCED CONCRETE PIPE, RUBBER TYPE GASKETS	LF	472	\$ 199.00	\$ 93,928.00

19	42" REINFORCED CONCRETE END SECTION	EA	1	\$ 3,344.00	\$ 3,344.00
20	INLET STRUCTURE, COMPLETE-IN-PLACE	EA	1	\$ 177,367.75	\$ 177,367.75
21	DISCHARGE STRUCTURE, COMPLETE-IN-PLACE	EA	1	\$ 45,385.03	\$ 45,385.03
22	72" TYPE I CHAIN LINK FENCE, CLASS II, WITH TOP GUARD	LF	5,050	\$ 19.59	\$ 98,929.50
23	GATE, 24' X 6' DOUBLE CHAIN LINK WITH TOP GUARD	EA	1	\$ 1,570.00	\$ 1,570.00
24	MAINTENANCE OF TRAFFIC	LS	1	\$ 34,478.85	\$ 34,478.85
25	MOBILIZATION	LS	1	\$ 550,000.00	\$ 550,000.00
26	JUNCTION BOX, JBI, AS PER PLANS	EA	1	\$ 6,738.12	\$ 6,738.12
BID TOTAL:					\$ 6,078,324.48

Bid Respectfully Submitted, Name of Firm or Bidder: Looks Great Services of MS, Inc.

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, Looks Great Services of MS, Inc. Principal, and Fidelity and Deposit Company of Maryland 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 20th day of June, 2024.

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:

LINCOLN ROAD DETENTION POND HATTIESBURG, MISSISSIPPI

NOW, THEREFORE,

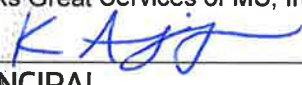
(a) If said BID shall be rejected, or

(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.

Looks Great Services of MS, Inc.



PRINCIPAL

Fidelity and Deposit Company of Maryland

SURETY

BY: 

Kim Barthum, Attorney-In-Fact

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.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Tenora POSEY, Richard Teb JONES, Kim BARHUM, David Robin FORTENBERRY, Mary J. NORVAL and Ross BELL, all of Hattiesburg, Mississippi**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 28th day of August, A.D. 2023.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

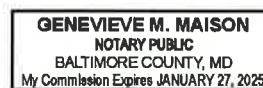
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 28th day of August, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__ by and between Looks Great Services of MS, Inc. 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:

LINCOLN ROAD DETENTION POND 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 **\$1000** 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
Conditions for Compliance	Payment Bond

with 2 C.F.R. § 200 et seq.
Technical Specifications
Drawings

Performance Bond
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.
8. To the extent that any provisions of the Contract Documents are in conflict with the provisions of the Conditions for Compliance with 2 C.F.R. § 200 et seq., the provisions in the Conditions for Compliance with 2 C.F.R. § 200 et seq. shall control.

OWNERS:

SEAL

City of Hattiesburg

Authorized by:

ATTEST

(Printed Name & Title)

CONTRACTOR:

SEAL

Looks Great Services of MS, Inc.

Kristian Agoglia, Vice President

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 **LINCOLN ROAD DETENTION POND,**
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,

Conditions for Compliance with 2 C.F.R. § 200 et seq., the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

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

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

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

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

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

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

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

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

HE, HIS, AND HIM: These are several pronouns that shall represent both male and female genders.

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

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

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

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

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

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

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

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

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

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

SUBSTANTIAL COMPLETION: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in

effect at time of submission of Bid in addition to those Supplementary General Conditions attached here to.

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

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

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

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

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

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

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

EXECUTION OF AGREEMENT:

2.3 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the ENGINEER within 10 days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

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

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shown on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction.

CONTRACTOR'S PRE-BID REPRESENTATIONS:

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

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

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

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

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

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the

conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

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

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

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

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

3.3 The words "furnish, "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to

mean "furnish and install complete in place and ready for service."

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

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

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

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

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

Availability of Lands

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

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

Subsurface Conditions:

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

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing

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

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

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

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

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

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

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

Owner's Liability Insurance

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

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

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

Cancellation and Re-Insurance:

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

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

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to

survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

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

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

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

Materials, Equipment, Products and Substitutions:

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

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

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

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

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

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

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

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

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

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

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

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

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

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

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

Patent Fees and Royalties:

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

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

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the

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

Laws and Regulations:

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

Taxes:

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

Record Drawings:

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

Safety and Protection:

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

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

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

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs,

lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

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

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

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract

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

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

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

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

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

CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

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

Public Convenience and Safety:

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

Sanitary Provisions:

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

Indemnification:

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

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor,

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

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

Responsibility for Connecting to Existing Work:

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

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

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

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

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

Cooperation with Governmental Departments, Public Utilities, Etc:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored,

supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

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

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

Use of Premises:

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

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

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

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

Protection of Existing Property Improvements:

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

Temporary Heat:

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

ARTICLE 7 - WORK BY OTHERS:

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

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

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

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or

entitles him to an extension of the Contract Time, he may make a claim therefore as provide in Articles 11 and 12.

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

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

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

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

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

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

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

8.2 In case of termination of the employment of the ENGINEER, the OWNER will

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

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

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

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

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

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

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

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

written consent of the OWNER and the ENGINEER.

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

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

Visits to Site:

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

Clarifications and Interpretations:

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

Measurement of Quantities:

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

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory,

faulty or defective, or does not meet the requirements of any inspection, test or approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

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

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

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

Resident Project Representative:

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

Decisions on Disagreements:

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

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and

the failure to request legal action within said thirty (30) days period shall result in the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

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

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

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

ARTICLE 10 - CHANGES IN THE WORK:

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

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an

extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

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

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

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

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

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

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

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

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

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly:

PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

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

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

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

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

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

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

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall

include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

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

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

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

11.4.5 Supplemental costs including the following:

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

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

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

11.4.5.4 Sales, use or similar taxes related to the Work, and for which

CONTRACTOR is liable imposed by any governmental authority.

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

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

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

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

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

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

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

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

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not

CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

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

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

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

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

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

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

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

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

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

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

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

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

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

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

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

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

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

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and

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

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writing;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed

or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes will resume. If the specified completion date had not been reached at the time the CONTRACTOR called for a

final inspection, the calendar day difference between the specified completion date and the date the CONTRACTOR called for a final inspection will be added after the 14-day period before starting liquidated damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the ENGINEER and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a

general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within sixty (60) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonable respond in writing, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install, but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage

prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment forty-five (45) days after payment is due, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

17.8 If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

17.9 Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

17.10 Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 The damages indicated above shall be considered as liquidated damages for the loss to the OWNER on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the ENGINEER in section 14.11

17.12 Work requiring the presence or services of the ENGINEER, based-solely on the opinion of the ENGINEER, will not be permitted on Sunday or holidays observed by the State unless the ENGINEER determines that an emergency or necessity exists. Work on these days solely to complete the project within the contract time will not be considered a necessity or emergency.

17.13 The ENGINEER will prepare and submit to the CONTRACTOR one (1) preliminary punch list of items that do not meet the contract requirements after the final inspection and one (1) final punch list immediately before final completion and final payment.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. **Workers' Compensation and Employer's Liability Insurance**

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability or the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person whichever is more. This policy shall include an all states endorsement.

B. **CONTRACTOR'S Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:**

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
- b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. **CONTRACTOR'S Contingent or Protective Liability and Property Damage:**

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. **Automotive Public Liability and Property Damage**

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for one accident to protect him from any and all claims arising from the use of the following:

- a. **CONTRACTOR'S** own automobiles and trucks.
- b. Hired automobiles and trucks.
- c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. **OWNER'S Protective Liability Policy**

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

- a. Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work "broom" clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction, and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
"We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;
 - a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
 - b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
 - c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR

and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
"WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
"WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."
In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
7. OPERATING AND MAINTENANCE MANUALS:
All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).
8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):
Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractor's firm is Incorporated.
9. FINAL CLEANING:
At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

Conditions for Compliance with 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

A portion of the funding for the Work, as fully described in **Attachment A, Project Name, Scope of Work and Project Timeline and Requirements**, has been made available to the City of Hattiesburg through the Mississippi Municipality & County Water Infrastructure ("MCWI") Grant Program Act of 2022, Mississippi Senate Bill 2822, 2022 Regular Session (April 26, 2022), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award #SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022).

The Parties acknowledge that the above Contract Agreement (the "Contract") is subject to the provisions of 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Notwithstanding anything contained in the Contract, CONTRACTOR agrees to comply with all applicable provisions of 2 C.F.R. § 200 et seq., as amended. As set forth in the Contract, to the extent any of the provision contained herein are in conflict with the Contract Documents, these provisions shall control. Further, the CONTRACTOR acknowledges and agrees to comply with **Attachment C (Special Notice to Bidders), Subaward Terms and Conditions for Contracted Parties**.

A. Period of Performance

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**.

B. Termination

The Contract may be terminated as follows:

(1) Termination For Convenience. The OWNER may, when the interests of the OWNER so require, terminate Contract in whole or in part, for the convenience of the OWNER. OWNER shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.

(2) Termination For Default. If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, OWNER may notify CONTRACTOR in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by OWNER, OWNER may terminate the CONTRACTOR'S right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by the OWNER, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the OWNER has an interest.

(3) Termination Upon Bankruptcy. This Agreement may be terminated in whole or in part by OWNER upon written notice to the CONTRACTOR, if the CONTRACTOR should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the CONTRACTOR of an assignment for the benefit of its creditors. In the event of such termination, the CONTRACTOR shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Contract, but in no case shall said compensation exceed the total Contract Price.

C. Equal Employment Opportunity.

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR'S legal duty to furnish information.

(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of CONTRACTORS and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

CONTRACTORS and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

D. Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No CONTRACTOR or Subcontractors contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The U.S. Department of Treasury shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

E. Clean Air Act

(1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The CONTRACTOR agrees to report each violation to the OWNER and understands and agrees that the CONTRACTOR will, in turn, report each violation as required to assure notification to the Mississippi Department of Environmental Quality or the appropriate Environmental Protection Agency Regional Office.

(3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by U.S. Department of Treasury.

F. Federal Water Pollution Control Act

(1) The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The CONTRACTOR agrees to report each violation to the OWNER and understands and agrees that the CONTRACTOR will, in turn, report each violation as required to assure notification to the Mississippi Department of Environmental Quality or the appropriate Environmental Protection Agency Regional Office.

(3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by U.S. Department of Treasury.

G. Federal Restrictions on Lobbying.

CONTRACTOR shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, the CONTRACTOR may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. CONTRACTOR shall certify in writing that Subrecipient has not made, and will not make, any payment prohibited by these requirements using the form provided in **Exhibit A** (Lobbying Certifications).

H. Procurement of Recovered Materials

(1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

I. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Contracts and purchase orders for work or products under this award.

J. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) Prohibitions.

- (i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (ii) Unless an exception in paragraph (3) of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
- (iii) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (iv) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (v) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (vi) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (3) Exceptions.
 - (i) This clause does not prohibit CONTRACTORS from providing—
 - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (ii) By necessary implication and regulation, the prohibitions also do not apply to:
 - (1) Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and
 - b. Are not used as critical technology of any system.
 - (2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (4) Reporting requirement.
 - (i) In the event the CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the CONTRACTOR is notified of such by a subcontractor at any tier or by any other source, the CONTRACTOR shall report the information in paragraph (d)(2) of this clause to the recipient or

subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- (ii) The CONTRACTOR shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (2) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the CONTRACTOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (iii) Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

K. Contracting with Small and Minority Businesses, Women's Businesses Enterprises, and Labor Surplus Area Firms

If the CONTRACTOR engages subcontractors to perform work under the Contract, CONTRACTOR shall place qualified small and minority businesses and women's business enterprises on solicitation lists used in the procurement; solicit small and minority business and women's business enterprises; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

TECHNICAL SPECIFICATIONS

1. Applicable Specifications

The Technical Specifications entitled Mississippi Standard Specifications for Road and Bridge Construction, 2017, or latest, Edition shall be the specifications applicable to this project except as for herein specified. Any testing required by those specifications for material submittal approval shall be the responsibility of the Contractor. The testing laboratory used by the Contractor shall be a laboratory certified by the Mississippi Department of Transportation and shall be approved by the Engineer. Any reference to Unit Item for pay shall be modified and paid based on the Pay Items included in the proposal of the specifications.

2. References Amended to mean Engineer

Any reference in the above-mentioned specifications to Commission, Director, Chief Engineer, Testing Engineer, or Project Engineer shall be amended in these specifications to mean the Engineer, or his duly authorized representative, of the City of Hattiesburg.

PROPOSAL FORM

I (we) agree to begin work in accordance with NTB 7011.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

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

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

T. L. WALLACE CONSTRUCTION, INC.

Bidding Company



DAVID CLARK, VP

Authorized by:

4025 HWY 35 NORTH

COLUMBIA, MS 39429

ADDRESS

PROPOSAL

LINCOLN ROAD DETENTION POND

Item No.	Description	Unit	Quantity	Unit Price	Extension
1	CLEARING AND GRUBBING	LS	1	169,420.00	169,420.00
2	REMOVAL OF PIPE, 8" AND ABOVE	LF	342	32.25	11,029.50
3	REMOVAL OF HEADWALL	EA	1	603.00	603.00
4	UNCLASSIFIED EXCAVATION, AH, LVM	CY	93	27.25	2,534.25
5	EXCESS EXCAVATION, LVM, AH	CY	466,363	9.75	4,547,039.25
6	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	662	21.25	14,067.50
7	SUPERPHOSPHATE	TON	13	700.00	9,100.00
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12	TEMPORARY GRASSING	ACRE	26	1,400.00	36,400.00
13	TEMPORARY SILT FENCE	LF	5,000	5.85	29,250.00
14	WATTLES, 20"	LF	2,500	9.95	24,875.00
15	CRUSHED STONE BASE, SIZE 610	CY	251	111.00	27,861.00
16	9.5 mm, ST, ASPHALT PAVEMENT	TON	16	376.00	6,016.00
17	19 mm, ST, ASPHALT PAVEMENT	TON	26	340.00	8,840.00
18	42" REINFORCED CONCRETE PIPE, RUBBER TYPE GASKETS	LF	472	140.00	66,080.00

19	42" REINFORCED CONCRETE END SECTION	EA	1	2,410.00	2,410.00
20	INLET STRUCTURE, COMPLETE-IN-PLACE	EA	1	122,600.00	122,600.00
21	DISCHARGE STRUCTURE, COMPLETE-IN-PLACE	EA	1	76,800.00	76,800.00
22	72" TYPE I CHAIN LINK FENCE, CLASS II, WITH TOP GUARD	LF	5,050	18.25	92,162.50
23	GATE, 24' X 6' DOUBLE CHAIN LINK WITH TOP GUARD	EA	1	1,800.00	1,800.00
24	MAINTENANCE OF TRAFFIC	LS	1	46,500.00	46,500.00
25	MOBILIZATION	LS	1	530,000.00	530,000.00
26	JUNCTION BOX, JBI, AS PER PLANS	EA	1	27,800.00	27,800.00
				BID TOTAL:	₱ 5,929,100.00

Bid Respectfully Submitted, Name of Firm or Bidder:

T. L. WALLACE CONSTRUCTION, INC.



4025 HWY 35 NORTH

CITY OF HATTIESBURG, MISSISSIPPI

HATTIESBURG, MS 39401

**BID: LINCOLN ROAD DETENTION POND
HATTIESBURG, MISSISSIPPI**

State Auditor Number 00070

Federal I.D. Number 64-0574472

Privilege Tax License Number

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BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING - REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
4. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
5. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed

when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, ^{T. L. WALLACE CONSTRUCTION, INC.} _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

DAVID CLARK, VICE PRESIDENT

Name and Title of Contractor's Authorized Official

64-6574472

Contractor's Employer Identification Number (EIN)

06.20.24

Date

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,
- E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt

and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action

arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels

therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

T. L. WALLACE CONSTRUCTION, INC.

The Contractor, _____, certifies the above Attachment C, Subaward Terms and Conditions for Contracted Parties.



Signature of Contractor's Authorized Official

DAVID CLARK, VICE PRESIDENT

Name and Title of Contractor's Authorized Official

06.20.24

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

T. L. WALLACE CONSTRUCTION, INC.

Business Name

By DAVID CLARK, VICE PRESIDENT

Name and Title of Authorized Representative



Signature of Authorized Representative

06.20.24

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal

that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

PROPOSAL FORM

I (we) agree to begin work in accordance with NTB 7011.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

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

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

T. L. WALLACE CONSTRUCTION, INC.
Bidding Company



DAVID CLARK, VP

Authorized by:

4025 HWY 35 NORTH

COLUMBIA, MS 39429

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PROPOSAL

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23	GATE, 24' X 6' DOUBLE CHAIN LINK WITH TOP GUARD	EA	1	1,800.00	1,800.00
24	MAINTENANCE OF TRAFFIC	LS	1	46,500.00	46,500.00
25	MOBILIZATION	LS	1	530,000.00	530,000.00
26	JUNCTION BOX, JBI, AS PER PLANS	EA	1	27,800.00	27,800.00
				BID TOTAL:	₱ 5,929,108.00

Bid Respectfully Submitted, Name of Firm or Bidder: T. L. WALLACE CONSTRUCTION, INC.

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, T. L. Wallace Construction, Inc
Principal, and Travelers Casualty and Surety Company of America 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 20th day of June, 2024.

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:

LINCOLN ROAD DETENTION POND 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.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JOHN G RAINES** of **RIDGELAND**, **Mississippi**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-In-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **20th** day of **June**, **2024**



Kevin E. Hughes, Assistant Secretary

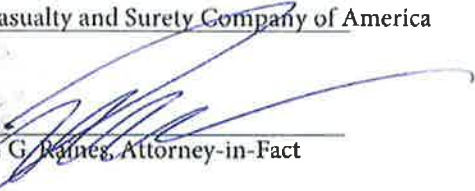
To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

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.

T. L. Wallace Construction, Inc


PRINCIPAL David Clark, Vice President

Travelers Casualty and Surety Company of America
SURETY

BY: 
John G. Raines, Attorney-in-Fact

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.

ADDENDUM No. 1
to the
CONTRACT DOCUMENTS and SPECIFICATIONS
for the
LINCOLN ROAD STORM WATER DETENTION FACILITY
CITY of HATTIESBURG

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

CHANGE No. 1 - Replace Sheet No. 1 in the project Construction Plans with the Sheet No. 1 attached to this addendum.

CHANGE No. 2 - Replace Sheet No. 4 in the project Construction Plans with the Sheet No. 4 attached to this addendum.

CHANGE No. 3 - Add Sheet No. 6504 to the project Construction Plans.

CHANGE No. 4 - Replace the PROPOSAL in the project Specifications and Contract Documents with the attached PROPOSAL.

CLARIFICATION - The above listed items are being used to change a manhole in the design to a junction box.

SHOWS, DEARMAN & WAITS, INC.

by:



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

Dated this 17th day of June, 2024.

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

Contractor: T. L. WALLACE CONSTRUCTION, INC.

Signature: Anne Mitchell

Title: CONTRACT ADMIN.

PUBLIC UTILITIES

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
HATTIESBURG, MS 39401
P.O. BOX 100
HATTIESBURG, MS 39401
PH: 334-284-1104

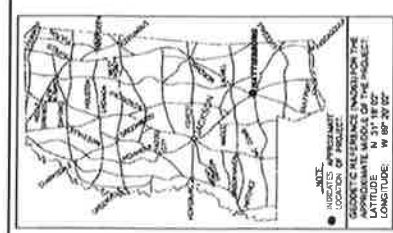
POWER
MISSISSIPPI POWER COMPANY
408 U.S. HIGHWAY 90
HATTIESBURG, MS 39401
PH: 334-457-1100

TELEPHONE
P.O. BOX 1181
HATTIESBURG, MS 39401
PH: 334-457-1100

CABLE
HATTIESBURG CABLE CO.
125 W. MAIN ST.
HATTIESBURG, MS 39401
PH: 334-457-1100

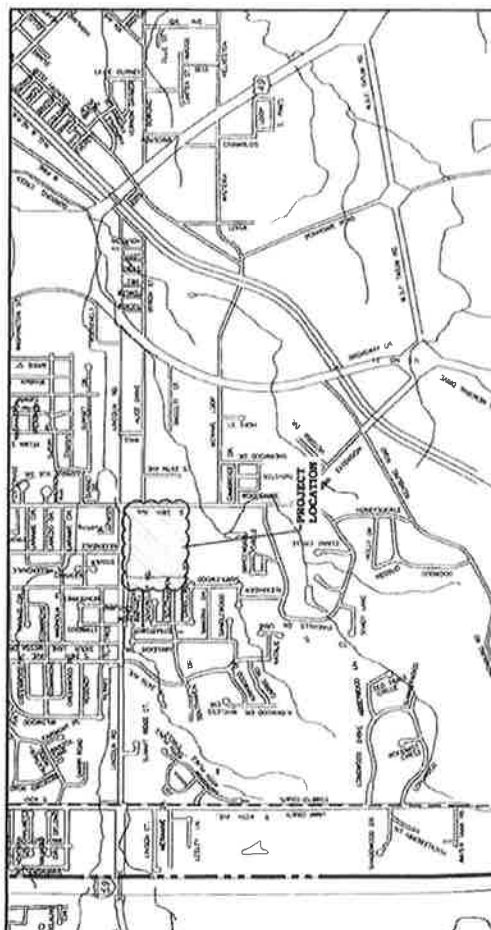
SEWER
P.O. BOX 100
HATTIESBURG, MS 39401
PH: 334-457-1100

CONSTRUCTION PLANS FOR LINCOLN ROAD DETENTION POND FOR THE CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI



SHEET INDEX

SHEET NO.	DESCRIPTION
1	GENERAL NOTES
2	TOPOGRAPHIC LAYOUT
3	STORMWATER POLLUTION PREVENTION PLAN (SWPPP)
4	FENCE LAYOUT
5	VEGETATION SCHEDULE
6	DISCHARGE STRUCTURE DETAILS
7	VEGETATION SCHEDULE
8	VEGETATION SCHEDULE
9	VEGETATION SCHEDULE
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99	VEGETATION SCHEDULE
100	VEGETATION SCHEDULE



811
Know what's below.
Call before you dig.

SPECIAL UTILITY NOTES:

1. ALL CONTACTS WITH EXISTING UTILITIES DISCOVERED DURING CONSTRUCTION SHALL BE RECORDED AND THE PROJECT OWNER SHALL BE NOTIFIED IMMEDIATELY. (NO RECORD FOR CONSTRUCTION)

MAYOR
Toby Barker

COUNCIL PERSONS
Ward 1 - Jeffrey George
Ward 2 - Deborah Delgado
Ward 3 - Carter Carroll
Ward 4 - Dave Ware
Ward 5 - Nicholas Brown

DIRECTOR OF ENGINEERING
MaryBeth Bergin, PE

PREPARED BY:

sdw

Engineering Progress

DATE	DESCRIPTION
12/17/24	ISSUE SHEET NO. 0004
12/17/24	REVISION

APRIL 2024

Working No. 01
Sheet No. 1
Drawing No. 100002



GRADING PLAN

LINCOLN ROAD DETENTION POND
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

SDW

Owner: City of Hattiesburg
Contract No.: 18-001
Drawing No.: 18-001-1
Sheet No.: 18-001-1

PROPOSAL FORM

I (we) agree to begin work in accordance with NTB 7011.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

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

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Walker Construction LLC
Bidding Company

[Signature]
Authorized by:

344 HWY 13

Wiggins, MS 39577
ADDRESS

PROPOSAL

LINCOLN ROAD DETENTION POND

Item No.	Description	Unit	Quantity	Unit Price	Extension
1	CLEARING AND GRUBBING	LS	1	200,000.00	200,000.00
2	REMOVAL OF PIPE, 8" AND ABOVE	LF	342	5.00	1,710.00
3	REMOVAL OF HEADWALL	EA	1	1,000.00	1,000.00
4	UNCLASSIFIED EXCAVATION, AH, LVM	CY	93	10.00	930.00
5	EXCESS EXCAVATION, LVM, AH	CY	466,363	9.75	4,547,039.25
6	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	662	10.00	6,620.00
7	SUPERPHOSPHATE	TON	13	700.00	9,100.00
8	MOWING	ACRE	26	100.00	2,600.00
9	GRASSING	ACRE	26	1,200.00	31,200.00
10	AGRICULTURAL LIMESTONE	TON	78	100.00	7,800.00
11	MULCH, VEGETATIVE MULCH	TON	52	175.00	9,100.00
12	TEMPORARY GRASSING	ACRE	26	750.00	19,500.00
13	TEMPORARY SILT FENCE	LF	5,000	3.75	18,750.00
14	WATTLES, 20"	LF	2,500	4.00	10,000.00
15	CRUSHED STONE BASE, SIZE 610	CY	251	120.00	30,120.00
16	9.5 mm, ST, ASPHALT PAVEMENT	TON	16	175.00	2,800.00
17	19 mm, ST, ASPHALT PAVEMENT	TON	26	175.00	4,550.00
18	42" REINFORCED CONCRETE PIPE, RUBBER TYPE GASKETS	LF	472	170.00	80,240.00

19	42" REINFORCED CONCRETE END SECTION	EA	1	2,250.00	2,250.00
20	INLET STRUCTURE, COMPLETE-IN-PLACE	EA	1	67,000.00	67,000.00
21	DISCHARGE STRUCTURE, COMPLETE-IN-PLACE	EA	1	35,000.00	35,000.00
22	72" TYPE I CHAIN LINK FENCE, CLASS II, WITH TOP GUARD	LF	5,050	22.00	111,100.00
23	GATE, 24' X 6' DOUBLE CHAIN LINK WITH TOP GUARD	EA	1	2,000.00	2,000.00
24	MAINTENANCE OF TRAFFIC	LS	1	15,000.00	15,000.00
25	MOBILIZATION	LS	1	50,000.00	50,000.00
26	JUNCTION BOX, JB1, AS PER PLANS	EA	1	8,000.00	8,000.00
BID TOTAL:					5,273,409.25

Bid Respectfully Submitted, Name of Firm or Bidder: Walker Construction LLC

PROPOSAL FORM

I (we) agree to begin work in accordance with NTB 7011.

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Wiggins, MS 39577
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Bid Respectfully Submitted, Name of Firm or Bidder: Walker Construction LLC

ADDENDUM No. 1
to the
CONTRACT DOCUMENTS and SPECIFICATIONS
for the
LINCOLN ROAD STORM WATER DETENTION FACILITY
CITY of HATTIESBURG

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

CHANGE No. 1 - Replace Sheet No. 1 in the project Construction Plans with the Sheet No. 1 attached to this addendum.

CHANGE No. 2 - Replace Sheet No. 4 in the project Construction Plans with the Sheet No. 4 attached to this addendum.

CHANGE No. 3 - Add Sheet No. 6504 to the project Construction Plans.

CHANGE No. 4 - Replace the PROPOSAL in the project Specifications and Contract Documents with the attached PROPOSAL.

CLARIFICATION - The above listed items are being used to change a manhole in the design to a junction box.

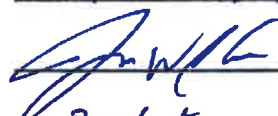
SHOWS, DEARMAN & WAITS, INC.

by: 
Nicholas M. Connolly, P.E., P.L.S.

Dated this 17th day of June, 2024.

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

Contractor: Walker Construction LLC

Signature: 

Title: President

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, Walker Construction, LLC Principal, and The Gray Casualty & Surety Company 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 20th day of June, 2024.

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:

LINCOLN ROAD DETENTION POND 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.

Walker Construction, LLC

PRINCIPAL

The Gray Casualty & Surety Company

SURETY

BY:

Handwritten signatures in blue ink. The first signature is on the line for the Principal, and the second is on the line for the Surety.

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.

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond
Principal: Walker Construction, LLC
Obligee: City of Hattiesburg

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Sam Spengler

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 20th day of June, 2024.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 20th day of June, 2024.

Leigh Anne Henican



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Walker Construction LLC
Business Name

By Jamie Walker President
Name and Title of Authorized Representative


Signature of Authorized Representative

6-20-24
Date

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,
- E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt

and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action

arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels

therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

The Contractor, Walker Construction LLC, certifies the above Attachment C, Subaward Terms and Conditions for Contracted Parties.



Signature of Contractor's Authorized Official

Jamie Walker President

Name and Title of Contractor's Authorized Official

6-20-24

Date

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING - REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
4. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
5. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed

when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Walker Construction LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jamie Walker President

Name and Title of Contractor's Authorized Official

202149961

Contractor's Employer Identification Number (EIN)

6-20-24

Date

PROPOSAL FORM

I (we) agree to begin work in accordance with NTB 7011.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

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

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Kelley Brothers Contractors, Inc.
Bidding Company

Marc Kelley 
Authorized by:

401 County Farm Rd

Waynesboro, MS 39367
ADDRESS

PROPOSAL

LINCOLN ROAD DETENTION POND

Item No.	Description	Unit	Quantity	Unit Price	Extension
1	CLEARING AND GRUBBING	LS	1	\$ 352,331.60	\$ 352,331.60
2	REMOVAL OF PIPE, 8" AND ABOVE	LF	342	\$ 25.91	\$ 8,860.10
3	REMOVAL OF HEADWALL	EA	1	\$ 6,735.75	\$ 6,735.75
4	UNCLASSIFIED EXCAVATION, AH, LVM	CY	93	\$ 12.44	\$ 1,156.48
5	EXCESS EXCAVATION, LVM, AH	CY	466,363	\$ 10.32	\$ 4,813,445.95
6	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	662	\$ 20.73	\$ 13,720.21
7	SUPERPHOSPHATE	TON	13	\$ 1,295.34	\$ 16,839.38
8	MOWING	ACRE	26	\$ 1,243.52	\$ 32,331.61
9	GRASSING	ACRE	26	\$ 1,305.70	\$ 33,948.19
10	AGRICULTURAL LIMESTONE	TON	78	\$ 233.16	\$ 18,186.53
11	MULCH, VEGETATIVE MULCH	TON	52	\$ 362.69	\$ 18,860.10
12	TEMPORARY GRASSING	ACRE	26	\$ 673.58	\$ 17,512.95
13	TEMPORARY SILT FENCE	LF	5,000	\$ 7.25	\$ 36,269.43
14	WATTLES, 20"	LF	2,500	\$ 9.33	\$ 23,316.06
15	CRUSHED STONE BASE, SIZE 610	CY	251	\$ 101.04	\$ 25,360.10
16	9.5 mm, ST, ASPHALT PAVEMENT	TON	16	\$ 388.60	\$ 6,217.62
17	19 mm, ST, ASPHALT PAVEMENT	TON	26	\$ 388.60	\$ 10,103.63
18	42" REINFORCED CONCRETE PIPE, RUBBER TYPE GASKETS	LF	472	\$ 284.97	\$ 134,507.77

19	42" REINFORCED CONCRETE END SECTION	EA	1	\$ 3,937.82	\$ 3,937.82
20	INLET STRUCTURE, COMPLETE-IN-PLACE	EA	1	\$ 36,269.43	\$ 36,269.43
21	DISCHARGE STRUCTURE, COMPLETE-IN-PLACE	EA	1	\$ 10,362.69	\$ 10,362.69
22	72" TYPE I CHAIN LINK FENCE, CLASS II, WITH TOP GUARD	LF	5,050	\$ 21.38	\$ 107,960.10
23	GATE, 24' X 6' DOUBLE CHAIN LINK WITH TOP GUARD	EA	1	\$ 1,865.28	\$ 1,865.28
24	MAINTENANCE OF TRAFFIC	LS	1	\$ 173,056.99	\$ 173,056.99
25	MOBILIZATION	LS	1	\$ 76,476.68	\$ 76,476.68
26	JUNCTION BOX, JB1, AS PER PLANS	EA	1	\$ 10,362.69	\$ 10,362.69
				BID TOTAL:	\$ 5,989,995.14

Bid Respectfully Submitted, Name of Firm or Bidder: Kelley Brothers Contractors, Inc.

ADDENDUM No. 1
to the
CONTRACT DOCUMENTS and SPECIFICATIONS
for the
LINCOLN ROAD STORM WATER DETENTION FACILITY
CITY of HATTIESBURG

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

CHANGE No. 1 - Replace Sheet No. 1 in the project Construction Plans with the Sheet No. 1 attached to this addendum.

CHANGE No. 2 - Replace Sheet No. 4 in the project Construction Plans with the Sheet No. 4 attached to this addendum.

CHANGE No. 3 - Add Sheet No. 6504 to the project Construction Plans.

CHANGE No. 4 - Replace the PROPOSAL in the project Specifications and Contract Documents with the attached PROPOSAL.

CLARIFICATION - The above listed items are being used to change a manhole in the design to a junction box.

SHOWS, DEARMAN & WAITS, INC.

by: 
Nicholas M. Connolly, P.E., P.L.S.

Dated this 17th day of June, 2024.

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

Contractor: Kelley Brothers Contractors, Inc.

Signature: 

Title: Vice President

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, Kelley Brothers Contractors, Inc. Principal, and Endurance Assurance Corporation 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 14th day of June, 20 24.

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:

LINCOLN ROAD DETENTION POND 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.

Kelley Brothers Contractors, Inc.

PRINCIPAL

Endurance Assurance Corporation

SURETY

BY:

Richard H. Mitchell

Richard H. Mitchell, Attorney-in-Fact

Countersigned By:

Joshua T. Jones

Joshua T. Jones, MS Resident Agent

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.



KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Mark W. Edwards, II, Jeffrey M. Wilson, William M. Smith, Richard H. Mitchell, Robert R. Freel, Anna Childress, Alisa B. Ferris** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel 	Endurance American Insurance Company By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel 	Lexon Insurance Company By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel 	Bond Safeguard Insurance Company By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel 
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ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 14th day of June, 2024.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING - REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
4. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
5. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed

when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Kelley Brothers Contractors, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Jerry R. Kelley - President
Name and Title of Contractor's Authorized Official

64-0502135
Contractor's Employer Identification Number (EIN)

06-20-2024
Date

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,
- E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt

and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action

arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels

therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

The Contractor, Kelley Brothers Construction certifies the above Attachment C, Subaward Terms and Conditions for Contracted Parties.

Jerry R. Kelley
Signature of Contractor's Authorized Official

Jerry R. Kelley - President
Name and Title of Contractor's Authorized Official

06-20-2024
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Kelley Brothers Contractors, Inc.
Business Name

By Jerry R Kelley - President
Name and Title of Authorized Representative


Signature of Authorized Representative

06-20-2024
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/20/2024

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

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

PRODUCER
McGriff Insurance Services, LLC
2000 International Park Drive
Suite 600
Birmingham, AL 35243

CONTACT NAME: Tara Young ext # 9433
PHONE (A/C, No, Ext): 1-800-476-2211
E-MAIL ADDRESS: tara.young@mcgriff.com

FAX (A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Zurich American Insurance Company

16535

INSURER B: Axis Surplus Insurance Company

26620

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Kelley Brothers Contractors, Inc.
P.O. Box 1079
Waynesboro, MS 39367

COVERAGES

CERTIFICATE NUMBER: RAGE3ZM4

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Sudden/Accidental Pollution GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GLO110259703	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ AUTOS ONLY MCS 90 Incl for Named Insured ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			BAP110259803 (\$1M) P-001-000947114-02 (\$1M x \$1M)	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N N/A			WC110259603	07/01/2023	07/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							\$ \$ \$ \$ \$

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

CERTIFICATE HOLDER

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

PROPOSAL FORM

I (we) agree to begin work in accordance with NTB 7011.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

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

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Walters Construction Co., Inc.

Bidding Company



Authorized by:

2051 Hwy 84 East

Laurel, MS 39443

ADDRESS

PROPOSAL

LINCOLN ROAD DETENTION POND

Item No.	Description	Unit	Quantity	Unit Price	Extension
1	CLEARING AND GRUBBING	LS	1	\$478,500.00	\$478,500.00
2	REMOVAL OF PIPE, 8" AND ABOVE	LF	342	\$35.00	\$11,970.00
3	REMOVAL OF HEADWALL	EA	1	\$925.00	\$925.00
4	UNCLASSIFIED EXCAVATION, AH, LVM	CY	93	\$9.50	\$883.50
5	EXCESS EXCAVATION, LVM, AH	CY	466,363	\$7.50	\$3,497,722.50
6	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	662	\$27.15	\$17,973.30
7	SUPERPHOSPHATE	TON	13	\$1,051.00	\$13,663.00
8	MOWING	ACRE	26	\$309.00	\$8,034.00
9	GRASSING	ACRE	26	\$1,112.00	\$28,912.00
10	AGRICULTURAL LIMESTONE	TON	78	\$123.65	\$9,644.70
11	MULCH, VEGETATIVE MULCH	TON	52	\$247.00	\$12,844.00
12	TEMPORARY GRASSING	ACRE	26	\$1,051.00	\$27,326.00
13	TEMPORARY SILT FENCE	LF	5,000	\$4.00	\$20,000.00
14	WATTLES, 20"	LF	2,500	\$7.40	\$18,500.00
15	CRUSHED STONE BASE, SIZE 610	CY	251	\$235.00	\$58,985.00
16	9.5 mm, ST, ASPHALT PAVEMENT	TON	16	\$216.00	\$3,456.00
17	19 mm, ST, ASPHALT PAVEMENT	TON	26	\$239.00	\$6,214.00
18	42" REINFORCED CONCRETE PIPE, RUBBER TYPE GASKETS	LF	472	\$185.00	\$87,320.00

19	42" REINFORCED CONCRETE END SECTION	EA	1	\$3,125.00	\$3,125.00
20	INLET STRUCTURE, COMPLETE-IN-PLACE	EA	1	\$154,500.00	\$154,500.00
21	DISCHARGE STRUCTURE, COMPLETE-IN-PLACE	EA	1	\$58,000.00	\$58,000.00
22	72" TYPE I CHAIN LINK FENCE, CLASS II, WITH TOP GUARD	LF	5,050	\$18.90	\$95,445.00
23	GATE, 24' X 6' DOUBLE CHAIN LINK WITH TOP GUARD	EA	1	\$1,901.00	\$1,901.00
24	MAINTENANCE OF TRAFFIC	LS	1	\$36,000.00	\$36,000.00
25	MOBILIZATION	LS	1	\$133,000.00	\$133,000.00
26	JUNCTION BOX, JBI, AS PER PLANS	EA	1	\$6,600.00	\$6,600.00
BID TOTAL:					\$4,791,444.00

Bid Respectfully Submitted, Name of Firm or Bidder: Walters Construction Co., Inc.

Walters Construction Company, Inc.
2051 Highway 84 East
Laurel, MS 39443

Lincoln Road Detention Pond
Hattiesburg, Mississippi

Certificate of Responsibility
No. 06740



Engineering Progress

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

LINCOLN ROAD DETENTION POND

FOR THE

CITY OF HATTIESBURG

MAY 2024



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 **10:00 AM** on **June 20 , 2024** in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

LINCOLN ROAD DETENTION POND 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. The City of Hattiesburg is an Equal Opportunity Employer. The City encourages small and minority businesses, women's business enterprises, and labor surplus area firms to submit proposals.

Each BID must be received sealed and marked EXACTLY as follows:

BID: LINCOLN ROAD DETENTION POND HATTIESBURG, MISSISSIPPI

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

PUBLISHED by Order of the Council on the 7th day of May A.D., 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on May 16 , 2024 and May 23 , 2024
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

INFORMATION FOR BIDDERS

BIDS will be received by City of Hattiesburg, MS herein called the "OWNER", at City Hall until 10:00 AM on June 20, 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 LINCOLN ROAD DETENTION POND, 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 \$1000 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.

SPECIAL NOTICE TO BIDDERS

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal

opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Copeland "Anti-Kickback" Act.

- (1) The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in

such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure

notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(5) By entering into this Contract, the Contractor is certifying the following:

- a. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department of agency or any political subdivision or agency of the State of Mississippi.
- b. Contractor has not, within a three (3) year period preceding this Contract, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction.
- c. Contractor has not, within three (3) year period preceding this Contract, been convicted of or had a civil judgement rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- d. Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of these offenses enumerated in Article 5.B. and Article 5.C., above; and,
- e. Contractor has not, within a three (3) year period preceding this Contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Compliance with Miss. Code Ann. 31-5-37

Contractor agrees to comply with Mississippi Code Ann. 31-5-37. Within seven (7) days of project award the Contractor shall submit to the Owner and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contractor and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contractor.

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. INDEMNIFICATION

To the extent allowed by state law, CONTRACTOR agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of CONTRACTOR, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

2. RELATIONSHIP STATUS

The CONTRACTOR acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the OWNER and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The OWNER and CONTRACTOR also acknowledge and agree that any benefit to vendors contracting with the OWNER or CONTRACTORS arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the OWNER.

Upon execution of any contract between the OWNER and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The OWNER and CONTRACTOR shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the OWNER and any other party. The OWNER, CONTRACTOR and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the OWNER and any

other party. The OWNER and the CONTRACTOR acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the OWNER and the CONTRACTOR or any other parties.

3. ACCESS TO RECORDS

Provided CONTRACTOR is given reasonable advance written notice and such inspection is made during normal business hours of CONTRACTOR, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of CONTRACTOR's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the CONTRACTOR's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by CONTRACTOR for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

CONTRACTOR is not required to retain the above-mentioned records for the ten-year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. CONTRACTOR has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before CONTRACTOR provides the records and corresponding certification to MDEQ, in which case, CONTRACTOR shall retain the records until all issues arising out of the action are finally resolved; and
- C. CONTRACTOR provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

4. RECORD RETENTION AND RIGHT TO AUDIT

The CONTRACTOR shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. CONTRACTOR shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

5. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, CONTRACTOR shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

6. CONFLICT OF INTEREST

The CONTRACTOR covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONTRACTOR further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

7. COOPERATION AND EVALUATION

The CONTRACTOR agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the

Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the CONTRACTOR agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT

Further, in the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING - REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
4. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
5. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed

when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Walters Construction Co., Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Scottie Walters - President

Name and Title of Contractor's Authorized Official

64-0854429

Contractor's Employer Identification Number (EIN)

06/19/24

Date

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,
- E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt

and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action

arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels

therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

The Contractor, Walters Construction Co., Inc., certifies the above Attachment C, Subaward Terms and Conditions for Contracted Parties.



Signature of Contractor's Authorized Official

Scottie Walters - President

Name and Title of Contractor's Authorized Official

06/19/24

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Walters Construction Co., Inc.

Business Name

By Scottie Walters - President

Name and Title of Authorized Representative



Signature of Authorized Representative

06/19/24

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal

that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

SUPPLEMENT TO NOTICE TO BIDDERS NO. 1

DATE: 06/08/2021

SUBJECT: Governing Specifications

Change the web address at the end of the first paragraph to the following.

<https://shop.mdot.ms.gov/default.aspx?StoreIndex=1>

SECTION 904 - NOTICE TO BIDDERS NO. 3

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Final Clean-Up

Immediately prior to final inspection for release of maintenance, the Contractor shall pick up, load, transport and properly dispose of all litter from the entire highway right-of-way that is within the termini of the project.

Litter shall include, but not be limited to, solid wastes such as glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

Litter removal is considered incidental to other items of work and will not be measured for separate payment.

SECTION 904 - NOTICE TO BIDDERS NO. 28

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Fuel and Material Adjustments

Bidders are advised that **NO FUEL OR MATERIAL ADJUSTMENT**, as addressed in Subsection 109.07 of the Standard Specifications, will be allowed on this project.

SECTION 904 - NOTICE TO BIDDERS NO. 516**CODE:****(IS) DATE:** 11/28/2017**SUBJECT: Errata and Modifications to the 2017 Standard Specifications**

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
16	102.06	In the seventh full paragraph, change “Engineer” to “Director.”
33	105.05.1	In the sixth sentence, change “Contract Administration Engineer” to “Contract Administration Director.”
34	105.05.2.1	In subparagraph 2, change “SWPPP, ECP” to “SWPPP and the ECP”
35	105.05.2.2	In subparagraphs 2, add “ and” to the end of the sentence. In subparagraph 3, remove “, and” and add “.”.
90	109.04.2	In the last paragraph of subparagraph (a), place a period “.” at the end of the sentence.
93	109.04.2	In the last paragraph of subparagraph (g), place a period “.” at the end of the sentence. Also, in the first paragraph of subparagraph (h), place a period “.” at the end of the sentence.
97	109.07	Under ADJUSTMENT CODE, subparagraph (A1), change “HMA mixture” to “Asphalt mixtures.”
98	109.11	In the third sentence, change “Engineer” to “Director.”
219	308.04	In the last sentence of the last paragraph, change “Contractor’s decision” to “Engineer’s decision.”
300	405.02.5.9	In the first sentence of the second paragraph, change “Hot Mix Asphalt” to “Asphalt Mixtures.”
502	630.01.1	In the first paragraph, change “AASHTO” to “AASHTO’s LRFD”.
636	646.05	Change “each” to “per each” for the pay item units of payment.
640	656.02.6.2	In item 7), change “down stream” to “downstream”.
688	630.03.2	Change the subsection number from “630.03.2” to “680.03.2.”
725	702.08.3	In the second sentence of the first paragraph, change “hot-mix” to “asphalt.”
954	804.02.13.1.6	In the definition for “M” in the % Reduction formulas, change “paragraph 7.3” to “paragraph 5.3.”

DATE: 05/13/2024

SUBJECT: Control of Work

Section 105, Control of Work, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-105.01--Authority of the Engineer. Delete the first sentence of the second paragraph of Subsection 105.01 on page 31, and substitute the following.

The Engineer has the right to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to correct conditions unsafe for workmen or the general public, for failure to carry out provisions of the Contract, or for failure to carry out orders.

907-105.02--Plans and Working Drawings. Delete the first paragraph of Subsection 105.02 on page 31, and substitute the following.

After the contract is executed by the Executive Director, the Contractor will receive, free of charge, two bound copies of the proposal and contract documents (one executed and one blank) two full scale copies of the plans, five half-scale copies of the Plans, and Electronic Files Identified as Plans. The Contractor shall have one copy of the proposal and contract documents and one half-scale copy of the plans available at all times during work activity on the project.

DATE: 05/13/2024

SUBJECT: Measurement and Payment

Section 109, Measurement and Payment, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-109.01--Measurement of Quantities. Delete the sixth full paragraph of Subsection 109.01 on page 88, and substitute the following.

If appropriate based on the specific circumstances of the project, the Contractor may request that material specified to be measured by the cubic yard or ton be converted to the other measure. The Contractor must submit this request to the Engineer. The Engineer will provide an approval or denial in writing. The decision is in the sole discretion of the Engineer. If approved, factors for this conversion will be determined by the District Materials Engineer and agreed to by the Contractor. The conversion of the materials along with the conversion factor will be incorporated into the Contract by supplemental agreement. The supplemental agreement must be executed before such method of measurement is used.

907-109.04--Extra Work.

907-109.04.1--Supplemental Agreement. Delete the second paragraph of Subsection 109.04.1 on page 90.

907-109.04.2--Force Account Agreement. Delete the last sentence of subparagraph (c) in Subsection 109.04.2 on page 91, and substitute the following.

An amount will be added equal to fifteen percent (15%) of the sum thereof, excluding sales tax.

Delete subparagraph (d) in Subsection 109.04.2 on pages 91 & 92, and substitute the following.

(d) **Equipment.** Equipment used for force account work shall be of sufficient size and type necessary to perform the required work in an economic and expeditious manner. The Contractor must provide the manufacturer, make, model, year, type of fuel and other necessary information to determine proper hourly payment rates. Subject to advance approval of the Engineer, actual transportation cost for a distance of not more than 200 miles will be reimbursed for equipment not already on the project.

For equipment authorized by the Engineer for use on the force account work, the Engineer will use the equipment rental rates from the "*Rental Rate Blue Book*" as published on the Equipment Watch website www.equipmentwatch.com for the time period the force account work is authorized to determine payment to the Contractor.

The maximum allowable rates are determined as follows:

1. The hourly equipment rate will equal the FHWA total hourly rate. This rate takes into account adjustment factors for age and region.
2. The hourly estimated operating costs have been included in the FHWA total hourly rate.
3. The idle and standby rates shall be as listed in the “*Rental Rate Blue Book*” as reported by *Equipment Watch*.
4. These rates include the basic machine plus any necessary attachments.

Standby rates shall apply when equipment is not in operation and is approved by the Engineer to standby for later use to complete the work. Idle rates shall apply to equipment located on the project and the engine is burning fuel but no ground engaging or other components are actively engaged in meaningful work. In general, idle or standby rates shall apply when equipment is not in use, but will be needed again to complete the work and the cost of moving the equipment will exceed the accumulated standby cost. If the idle standby cost should exceed the equipment moving cost to or from the work site, the Contractor will be entitled to the moving cost only. Idle or standby rates will be used under the following conditions:

1. The equipment is totally dedicated to the force account work and not used intermittently on other work.
2. Idle or standby cost will be considered only after equipment has been operated on force account work.
3. The sum of idle or standby time and operating time shall not exceed eight (8) hours per day or 40 hours in a week.
4. Idle or standby payment will not apply to days not normally considered to be work days such as holidays, weekends, or days of inclement weather when no other work is taking place.

The Department will not pay for idle or standby time when equipment is inoperable, for time spent repairing equipment, or for the time elapsed after the Engineer has advised the Contractor that the equipment is no longer needed. The Department will determine if it will be more cost effective to pay standby time on approved equipment on site or for multiple mobilizations.

If equipment is needed, which is not included in the *Rental Rate Blue Book* as reported by *Equipment Watch*, the Department and Contractor will agree upon reasonable rental rates in writing before the equipment is used.

All equipment shall be subject to approval from day to day in accordance with the requirements of Subsection 108.05.

907-109.06--Partial Payment.

907-109.06.2--Advancement on Materials.

Delete the next to last paragraph of Subsection 109.06.2 on page 95, and substitute the following.

Materials for which an advanced payment has been allowed must be paid for by the Contractor within 30 days of the estimate on which the advanced payment was first allowed and proof of said payment must

be verified by the supplier. If proof of payment is not furnished within the allowable 30 days, the advanced payment will be deducted on subsequent current estimates until such time that proof of payment is furnished.

907-109.07--Changes in Material Costs. After the fifth paragraph of Subsection 109.07 on page 96, change the web address to the following.

https://mdot.ms.gov/portal/current_letting

SECTION 904 - NOTICE TO BIDDERS NO. 7011

CODE: (SP)

7011 DATE: 05/13/2024

SUBJECT: Contract Time

PROJECT: Lincoln Road Detention Pond

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable working days are assessed, or any extension thereto as provided in Subsection 108.06 of the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition.

The Notice of Award will be issued within 60 days of the bid opening date and the effective date of the Notice to Proceed / Beginning of Contract Time Date will be within 8 months following the Date of the Notice of Execution of Contract Letter. Should the Notice to Proceed / Beginning of Contract Time Date fall within the winter months of December, January, or February the Notice to Proceed/Beginning of Contract time will be March 1st.

The Contractor shall request a Notice to Proceed/Beginning of Contract Time date in writing after receiving the Notice of Execution of Contract Letter and the date requested should be within the 8 month period following the Date of the Notice of Execution of Contract Letter.

The Contractor's written request for Notice to proceed Date should be given a minimum of seven (7) calendar days in advance of the Notice to Proceed requested. Should the Contractor request a Notice to Proceed earlier than stipulated above, and it is agreeable with the LPA for an early Notice to Proceed, the requested date will become the new Notice to Proceed date. Regardless of whether or not an early Notice to Proceed is granted, contract time will start at the original Notice to Proceed date.

450 Calendar Days have been allowed for the completion of work for the base phase of on this project. Under no circumstances shall the project completion date exceed 08/15/2026.

Any fabrication of needed materials can begin after the contract has been executed and submittals are approved.

PROPOSAL FORM

I (we) agree to begin work in accordance with NTB 7011.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

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

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Walters Construction Co., Inc.

Bidding Company



Authorized by:

2051 Hwy 84 East

Laurel, MS 39443

ADDRESS

PROPOSAL

LINCOLN ROAD DETENTION POND

Item No.	Description	Unit	Quantity	Unit Price	Extension
1	CLEARING AND GRUBBING	LS	1	\$478,500.00	\$478,500.00
2	REMOVAL OF PIPE, 8" AND ABOVE	LF	342	\$35.00	\$11,970.00
3	REMOVAL OF HEADWALL	EA	1	\$925.00	\$925.00
4	UNCLASSIFIED EXCAVATION, AH, LVM	CY	93	\$9.50	\$883.50
5	EXCESS EXCAVATION, LVM, AH	CY	466,363	\$7.50	\$3,497,722.50
6	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	662	\$27.15	\$17,973.30
7	SUPERPHOSPHATE	TON	13	\$1,051.00	\$13,663.00
8	MOWING	ACRE	26	\$309.00	\$8,034.00
9	GRASSING	ACRE	26	\$1,112.00	\$28,912.00
10	AGRICULTURAL LIMESTONE	TON	78	\$123.65	\$9,644.70
11	MULCH, VEGETATIVE MULCH	TON	52	\$247.00	\$12,844.00
12	TEMPORARY GRASSING	ACRE	26	\$1,051.00	\$27,326.00
13	TEMPORARY SILT FENCE	LF	5,000	\$4.00	\$20,000.00
14	WATTLES, 20"	LF	2,500	\$7.40	\$18,500.00
15	CRUSHED STONE BASE, SIZE 610	CY	251	\$235.00	\$58,985.00
16	9.5 mm, ST, ASPHALT PAVEMENT	TON	16	\$216.00	\$3,456.00
17	19 mm, ST, ASPHALT PAVEMENT	TON	26	\$239.00	\$6,214.00
18	42" REINFORCED CONCRETE PIPE, RUBBER TYPE GASKETS	LF	472	\$185.00	\$87,320.00

19	42" REINFORCED CONCRETE END SECTION	EA	1	\$3,125.00	\$3,125.00
20	INLET STRUCTURE, COMPLETE-IN-PLACE	EA	1	\$154,500.00	\$154,500.00
21	DISCHARGE STRUCTURE, COMPLETE-IN-PLACE	EA	1	\$58,000.00	\$58,000.00
22	72" TYPE I CHAIN LINK FENCE, CLASS II, WITH TOP GUARD	LF	5,050	\$18.90	\$95,445.00
23	GATE, 24' X 6' DOUBLE CHAIN LINK WITH TOP GUARD	EA	1	\$1,901.00	\$1,901.00
24	MAINTENANCE OF TRAFFIC	LS	1	\$36,000.00	\$36,000.00
25	MOBILIZATION	LS	1	\$133,000.00	\$133,000.00
26	JUNCTION BOX, JB1, AS PER PLANS	EA	1	\$6,600.00	\$6,600.00
BID TOTAL:					\$4,791,444.00

Bid Respectfully Submitted, Name of Firm or Bidder: Walters Construction Co., Inc.

ADDENDUM No. 1
to the
CONTRACT DOCUMENTS and SPECIFICATIONS
for the
LINCOLN ROAD STORM WATER DETENTION FACILITY
CITY of HATTIESBURG

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

CHANGE No. 1 - Replace Sheet No. 1 in the project Construction Plans with the Sheet No. 1 attached to this addendum.

CHANGE No. 2 - Replace Sheet No. 4 in the project Construction Plans with the Sheet No. 4 attached to this addendum.

CHANGE No. 3 - Add Sheet No. 6504 to the project Construction Plans.

CHANGE No. 4 - Replace the PROPOSAL in the project Specifications and Contract Documents with the attached PROPOSAL.

CLARIFICATION - The above listed items are being used to change a manhole in the design to a junction box.

SHOWS, DEARMAN & WAITS, INC.

by: 
Nicholas M. Connolly, P.E., P.L.S.

Dated this 17th day of June, 2024.

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

Contractor: Walters Construction Co., Inc.

Signature: 

Title: President

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, Walters Construction Co., Inc Principal, and Western Surety Company 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 20th day of June, 2024.

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:

LINCOLN ROAD DETENTION POND 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.

Walters Construction Co., Inc


PRINCIPAL

Western Surety Company

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.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint **Fielden Mitts**, Individually of Jackson, MS, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond
Principal: Walters Construction Co., Inc.
Obligee: City of Hattiesburg

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.



WESTERN SURETY COMPANY

Larry Kasten

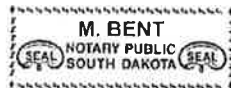
Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of June, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

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:

LINCOLN ROAD DETENTION POND 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 **\$1000** 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
Conditions for Compliance	Payment Bond

with 2 C.F.R. § 200 et seq.
Technical Specifications
Drawings

Performance Bond
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.
8. To the extent that any provisions of the Contract Documents are in conflict with the provisions of the Conditions for Compliance with 2 C.F.R. § 200 et seq., the provisions in the Conditions for Compliance with 2 C.F.R. § 200 et seq. shall control.

OWNERS:

SEAL

City of Hattiesburg

Authorized by:

ATTEST

(Printed Name & Title)

CONTRACTOR:

SEAL

ATTEST

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned _____
(hereinafter called the Principal), a
corporation, partnership or individual duly 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 LINCOLN ROAD DETENTION POND,
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,

Conditions for Compliance with 2 C.F.R. 5 200 et seq., the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

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

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

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

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

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

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

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

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

HE, HIS, AND HIM: These are several pronouns that shall represent both male and female genders.

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

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

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

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

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

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

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

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

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

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

SUBSTANTIAL COMPLETION: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in

effect at time of submission of Bid in addition to those Supplementary General Conditions attached here to.

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

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

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

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

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

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

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

EXECUTION OF AGREEMENT:

2.3 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the ENGINEER within 10 days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

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

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shown on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction.

CONTRACTOR'S PRE-BID REPRESENTATIONS:

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

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

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

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

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

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the

conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

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

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

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

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

3.3 The words "furnish, "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to

mean "furnish and install complete in place and ready for service."

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

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

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

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

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

Availability of Lands

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

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

Subsurface Conditions:

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

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing

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

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

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

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

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

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

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

Owner's Liability Insurance

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

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

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

Cancellation and Re-Insurance:

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

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

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to

survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

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

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

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

Materials, Equipment, Products and Substitutions:

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

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

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

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

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

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, not will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

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

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

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

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

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

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

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

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

Patent Fees and Royalties:

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

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

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the

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

Laws and Regulations:

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

Taxes:

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

Record Drawings:

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

Safety and Protection:

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

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

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

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs,

lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

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

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

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract

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

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

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

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

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

CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

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

Public Convenience and Safety:

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

Sanitary Provisions:

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

Indemnification:

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

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor,

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

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

Responsibility for Connecting to Existing Work:

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

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

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

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

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

Cooperation with Governmental Departments, Public Utilities, Etc:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored,

supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

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

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

Use of Premises:

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

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

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

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

Protection of Existing Property Improvements:

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

Temporary Heat:

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

ARTICLE 7 - WORK BY OTHERS:

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

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

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

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or

entitles him to an extension of the Contract Time, he may make a claim therefore as provide in Articles 11 and 12.

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

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

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

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

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

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

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

8.2 In case of termination of the employment of the ENGINEER, the OWNER will

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

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

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

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

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

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

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

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

written consent of the OWNER and the ENGINEER.

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

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

Visits to Site:

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

Clarifications and Interpretations:

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

Measurement of Quantities:

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

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory,

faulty or defective, or does not meet the requirements of any inspection, test or approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

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

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

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

Resident Project Representative:

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

Decisions on Disagreements:

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

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and

the failure to request legal action within said thirty (30) days period shall result in the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

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

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

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

ARTICLE 10 - CHANGES IN THE WORK:

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

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an

extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

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

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

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

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

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

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

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

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

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly:

PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

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

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

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

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

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

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

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall

include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

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

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

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

11.4.5 Supplemental costs including the following:

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

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

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

11.4.5.4 Sales, use or similar taxes related to the Work, and for which

CONTRACTOR is liable imposed by any governmental authority.

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

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

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

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

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

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

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

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

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not

CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

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

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

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

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

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

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

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

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

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

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

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

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

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

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

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

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

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

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and

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

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writing;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed

or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes will resume. If the specified completion date had not been reached at the time the CONTRACTOR called for a

final inspection, the calendar day difference between the specified completion date and the date the CONTRACTOR called for a final inspection will be added after the 14-day period before starting liquidated damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the ENGINEER and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a

general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within sixty (60) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonable respond in writing, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install, but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage

prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment forty-five (45) days after payment is due, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

17.8 If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

17.9 Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

17.10 Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 The damages indicated above shall be considered as liquidated damages for the loss to the OWNER on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the ENGINEER in section 14.11

17.12 Work requiring the presence or services of the ENGINEER, based-solely on the opinion of the ENGINEER, will not be permitted on Sunday or holidays observed by the State unless the ENGINEER determines that an emergency or necessity exists. Work on these days solely to complete the project within the contract time will not be considered a necessity or emergency.

17.13 The ENGINEER will prepare and submit to the CONTRACTOR one (1) preliminary punch list of items that do not meet the contract requirements after the final inspection and one (1) final punch list immediately before final completion and final payment.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**.

Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. Workers' Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability or the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person whichever is more. This policy shall include an all states endorsement.

B. **CONTRACTOR'S** Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$500,000) 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 (\$1,000,000) 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.

Conditions for Compliance with 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

A portion of the funding for the Work, as fully described in **Attachment A, Project Name, Scope of Work and Project Timeline and Requirements**, has been made available to the City of Hattiesburg through the Mississippi Municipality & County Water Infrastructure (“MCWI”) Grant Program Act of 2022, Mississippi Senate Bill 2822, 2022 Regular Session (April 26, 2022), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award #SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022).

The Parties acknowledge that the above Contract Agreement (the “Contract”) is subject to the provisions of 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Notwithstanding anything contained in the Contract, CONTRACTOR agrees to comply with all applicable provisions of 2 C.F.R. § 200 et seq., as amended. As set forth in the Contract, to the extent any of the provision contained herein are in conflict with the Contract Documents, these provisions shall control. Further, the CONTRACTOR acknowledges and agrees to comply with **Attachment C (Special Notice to Bidders), Subaward Terms and Conditions for Contracted Parties**.

A. Period of Performance

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**.

B. Termination

The Contract may be terminated as follows:

(1) Termination For Convenience. The OWNER may, when the interests of the OWNER so require, terminate Contract in whole or in part, for the convenience of the OWNER. OWNER shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.

(2) Termination For Default. If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, OWNER may notify CONTRACTOR in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by OWNER, OWNER may terminate the CONTRACTOR’S right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by the OWNER, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the OWNER has an interest.

(3) Termination Upon Bankruptcy. This Agreement may be terminated in whole or in part by OWNER upon written notice to the CONTRACTOR, if the CONTRACTOR should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the CONTRACTOR of an assignment for the benefit of its creditors. In the event of such termination, the CONTRACTOR shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Contract, but in no case shall said compensation exceed the total Contract Price.

C. Equal Employment Opportunity.

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR'S legal duty to furnish information.

(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of CONTRACTORS and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

CONTRACTORS and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

D. Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No CONTRACTOR or Subcontractors contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The U.S. Department of Treasury shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

E. Clean Air Act

(1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The CONTRACTOR agrees to report each violation to the OWNER and understands and agrees that the CONTRACTOR will, in turn, report each violation as required to assure notification to the Mississippi Department of Environmental Quality or the appropriate Environmental Protection Agency Regional Office.

(3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by U.S. Department of Treasury.

F. Federal Water Pollution Control Act

(1) The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The CONTRACTOR agrees to report each violation to the OWNER and understands and agrees that the CONTRACTOR will, in turn, report each violation as required to assure notification to the Mississippi Department of Environmental Quality or the appropriate Environmental Protection Agency Regional Office.

(3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by U.S. Department of Treasury.

G. Federal Restrictions on Lobbying.

CONTRACTOR shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, the CONTRACTOR may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. CONTRACTOR shall certify in writing that Subrecipient has not made, and will not make, any payment prohibited by these requirements using the form provided in **Exhibit A** (Lobbying Certifications).

H. Procurement of Recovered Materials

(1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

I. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Contracts and purchase orders for work or products under this award.

J. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) Prohibitions.

- (i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (ii) Unless an exception in paragraph (3) of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
- (iii) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (iv) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (v) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (vi) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (3) Exceptions.
 - (i) This clause does not prohibit CONTRACTORS from providing—
 - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (ii) By necessary implication and regulation, the prohibitions also do not apply to:
 - (1) Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and
 - b. Are not used as critical technology of any system.
 - (2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (4) Reporting requirement.
 - (i) In the event the CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the CONTRACTOR is notified of such by a subcontractor at any tier or by any other source, the CONTRACTOR shall report the information in paragraph (d)(2) of this clause to the recipient or

subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- (ii) The CONTRACTOR shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (2) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the CONTRACTOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (iii) Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

K. Contracting with Small and Minority Businesses, Women's Businesses Enterprises, and Labor Surplus Area Firms

If the CONTRACTOR engages subcontractors to perform work under the Contract, CONTRACTOR shall place qualified small and minority businesses and women's business enterprises on solicitation lists used in the procurement; solicit small and minority business and women's business enterprises; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

TECHNICAL SPECIFICATIONS

1. Applicable Specifications

The Technical Specifications entitled Mississippi Standard Specifications for Road and Bridge Construction, 2017, or latest, Edition shall be the specifications applicable to this project except as for herein specified. Any testing required by those specifications for material submittal approval shall be the responsibility of the Contractor. The testing laboratory used by the Contractor shall be a laboratory certified by the Mississippi Department of Transportation and shall be approved by the Engineer. Any reference to Unit Item for pay shall be modified and paid based on the Pay Items included in the proposal of the specifications.

2. References Amended to mean Engineer

Any reference in the above-mentioned specifications to Commission, Director, Chief Engineer, Testing Engineer, or Project Engineer shall be amended in these specifications to mean the Engineer, or his duly authorized representative, of the City of Hattiesburg.

Project Name: Lincoln Road Stormwater Detention Facility
City and State: Hattiesburg, MS
Date and Time of Bid: 06/20/2024 @ 10:00 am

BID ABSTRACT

BIDDERS	CERT. OF RESP.#	BID SECURITY	RECEIVED ADD. NO. 1	TOTAL BID
Kelly Bros.	02715-MC	5% endorse	✓	5,989,995.14
Dunn	00009-	5% Federal	✓	6,787,397.40
Looks Great	18782-MC	5% Fidelity	✓	6,078,324.48
Walters	06740	5% Western Surety	✓	4,791,444.00
Walker	19023	5% Grey Casualty	✓	5,273,409.25
T.L. Wallace	03770-MC	5% Travelers	✓	5,929,108

- (7) Data attributes for the City's mapping program allowing program data to be compared in the City's IMS against other pertinent data such as the occurrence of SSOs, including repeat SSO locations and permit violations.
- (8) An inventory management system that includes:
 - (a) A list of critical equipment and critical spare parts;
 - (b) A list of where critical spare parts and critical equipment may be secured to allow repairs in a reasonable amount of time for those spare parts and critical equipment that are not stored by the City, including spare pipe having a diameter of 24 inches or greater; the list shall also set forth an inventory of spare parts and critical equipment stored by the City, as applicable; and
 - (c) Written procedures for updating the critical spare parts and equipment inventories in the IMS.
- (9) Reports which list equipment problems and the status of work orders generated during the prior Month.

f. Pump Station Operations and Preventative Maintenance Program. Within twenty-one (21) Months after the Effective Date of this Consent Decree, the City shall submit to the EPA for review and approval, a Pump Station Operations and Preventative Maintenance Program to facilitate proper operation and maintenance activities associated with the Pump Stations within the WCTS. At a minimum, the Pump Station Operations and Preventative Maintenance Program shall include the following:

- (1) Identification of the means and modes of communication between Pump Stations, field crews, and supervising staff.
- (2) Technical specifications of each Pump Station within the WCTS.
- (3) A description of each Pump Station monitoring system which shall continuously monitor, report, and transmit information for each Pump Station.
- (4) Written preventative operations and maintenance schedules and procedures which shall be scheduled appropriately and shall include, but not be limited to, written procedures for periodic service and calibration of instrumentation such as flow meters, liquid level sensors, alarm systems, elapsed time meters, and remote monitoring equipment. Such written preventative operations and maintenance schedules and procedures shall also include predictive (including non-physical inspections) and/or physical inspection and service for all Pump Stations including, but not limited to:

- (f) Establishing standard forms, reporting procedures and performance measures for emergency/reactive operations and maintenance.
- (6) An inventory management system that includes:
 - (a) A list of critical equipment and critical spare parts;
 - (b) A list of where critical spare parts and critical equipment may be secured to allow repairs in a reasonable amount of time for those spare parts and critical equipment that are not stored by the City; the list shall also set forth an inventory of spare parts and critical equipment stored by the City, as applicable; and
 - (c) Written procedures for updating the critical spare parts and equipment inventories in the IMS.
- (7) Reports which list equipment problems and the status of work orders generated during the prior Month.
- (8) A staffing and funding plan sufficient in structure, skills, numbers and funding to allow completion of the operations and maintenance activities required by this Paragraph 23.f.

g. Fats, Oils and Grease ("FOG") Control Program. Within eighteen (18) Months after the Effective Date of this Consent Decree, the City shall submit to the EPA for review and approval a FOG Control Program. At a minimum, the FOG Control Program shall apply City-wide and include the following:

- (1) A FOG characterization study that shall identify the sources of FOG causing problems in the WCTS and the most appropriate method or mechanism for addressing those sources.
- (2) The legal authority to control the discharge of FOG into the WCTS, including the ability to implement a permit and enforcement program for commercial and industrial sources.
- (3) Specification of accepted devices to control the discharge of FOG into the WCTS.
- (4) Establishment of standards for the design and construction of FOG control devices including standards for capacity and accessibility, site map, design documents and as-built drawings.
- (5) Establishment of FOG control device management, operations and maintenance standards, or best management practices, that address onsite record keeping requirements, cleaning frequency, cleaning standards, use of additives, and ultimate disposal.

12237 Lincoln Road Detention Pond

City of Hattiesburg., MS (H-NR-E)

Bids in
1 day

Plan Holders

Date	Company	Contact	Bid Categories
5/28/24 3:39 pm 	Anderson Construction of MS 6188 HWY 198 East Lucedale, MS 39452	Bryant Hensleigh Project Manager Tel: 601-270-3541 bryanth@andersonconstructionms.net	General Contractor
5/21/24 2:10 pm 	BEACON CONSTRUCTION LLC 1210 Highway 98 Byp Columbia, MS 39429	Mike Ellis Supervisor Tel: 601-736-2199 mike.ellis@beaconsupplycompany.com	General Contractor
5/21/24 1:34 pm 	Construct Connect 3825 Edwards Rd Suite 800 Cincinnati, OH 45209	Rye Jumvad Planroom Tel: 323-602-5079 Fax: 866-570-8187 content@constructconnect.com	Plan Room
5/21/24 7:16 am Order Completed  #1	Dirtmasters Land Services 317 42nd Street Gulfport, MS 39507	Andrew Barstow Tel: 2282245800 andrew.barstow555@icloud.com	Subcontractor
5/29/24 1:52 pm 	Dunn Roadbuilders, LLC P.O. Box 6560 Laurel, MS 39441	Tangela Hawthorne Contract Administrator Tel: 601-369-0801 Fax: 601-425-4644 thawthorne@dunnroadbuilders.com	General Contractor
5/17/24 4:04 pm 	Hemphill Construction Company, Inc. 1858 HIGHWAY 49 S FLORENCE, MS 39073-9427	Beth Harrison Tel: 601-932-2060 bids@hemphillconstruction.com	General Contractor
5/22/24 11:53 am 	JE Shurden Construction PO Box 308 Maben, MS 39750	Brent Monroe Estimator Tel: 662-418-0571 bmonroe@jeshurden.com	General Contractor

Date	Company	Contact	Bid Categories
5/21/24 2:08 pm 	Kelley Brothers Contractors 401 County Farm Rd. Waynesboro, MS 39367-8772	Marc Kelley Tel: 6017352541 mbk@kelleycompanies.com	General Contractor
5/28/24 3:07 pm 	Looks Great Services of MS, Inc. 1501 Highway 13 North Columbia, MS 39429	Max Elkins Tel: 601-736-0037 Fax: 601-736-1924 maxelkins@looksgreatservices.com	General Contractor
5/17/24 10:13 am 	Plan House - Hattiesburg Office 1 Churchill Street Hattiesburg, MS 39402	Andy Demarest Tel: 601-336-6378 info@planhouseprinting.com	
5/21/24 9:37 am 	R & J Construction Co. 1637 Highway 184 Laurel, MS 39443	Trae Shoemake Tel: 601-426-1042 Fax: 601-426-1044 trae@randjconst.com	General Contractor
5/31/24 2:25 pm 	RJM-McQueen Contracting Inc 80 Ramsey McQueen Road Collins, MS 39428	Brandy Easterling Office Manager Tel: 601-765-6561 Fax: 601-765-6562 brandy@rjmmcqueen.com	General Contractor Subcontractor
5/17/24 10:13 am 	Shows, Dearman & Waits Inc 301 2nd Ave Hattiesburg, MS 39401	Nick Connolly Tel: 601-544-1821 Fax: 601-544-0501 nick@sd-w.com	
5/17/24 10:13 am 	Statewide Plan Room 605 West Main Street Tupelo, MS 38804	Statewide Plan Room Tel: 662-407-0193 mail@statewideplans.com	
5/22/24 9:05 am 	TLW, Inc 808 Hwy. 98 Bypass Columbia, MS 39429	T. L. Wallace Construction, Inc. Tel: 601-736-4525 Fax: 601-424-4150 amitchell@tlwallace.com	General Contractor
5/28/24 12:20 pm Order Completed  #3	Walker Construction, LLC 344 hwy 13 wiggins, MS 39577	Jamie Walker Tel: 601-408-5251 Fax: 601-928-4397 jamiewconst@gmail.com	General Contractor

Date

Company

Contact

Bid Categories

5/20/24 11:45 am **Walters Construction Co., Inc.**

Scottie Walters

General Contractor



2051 Highway 84 East
Laurel, MS 39443

President

Tel: 601-428-5515

Fax: 601-425-5334

scottie@waltersconstructionco.com



Engineering Progress

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

LINCOLN ROAD DETENTION POND

FOR THE

CITY OF HATTIESBURG

MAY 2024



PREPARED BY:

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

ADDENDUM No. 1
to the
CONTRACT DOCUMENTS and SPECIFICATIONS
for the
LINCOLN ROAD STORM WATER DETENTION FACILITY
CITY of HATTIESBURG

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

CHANGE No. 1 - Replace Sheet No. 1 in the project Construction Plans with the Sheet No. 1 attached to this addendum.

CHANGE No. 2 - Replace Sheet No. 4 in the project Construction Plans with the Sheet No. 4 attached to this addendum.

CHANGE No. 3 - Add Sheet No. 6504 to the project Construction Plans.

CHANGE No. 4 - Replace the PROPOSAL in the project Specifications and Contract Documents with the attached PROPOSAL.

CLARIFICATION - The above listed items are being used to change a manhole in the design to a junction box.

SHOWS, DEARMAN & WAITS, INC.

by: 
Nicholas M. Connolly, P.E., P.L.S.

Dated this 17th day of June, 2024.

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

Contractor: Dunn Roadbuilders, L.L.C.

Signature: Dan Ashley

Title: Chief Estimator

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ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, MISSISSIPPI, will receive sealed bids until **10:00 AM** on **June 20 , 2024** in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

LINCOLN ROAD DETENTION POND 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. The City of Hattiesburg is an Equal Opportunity Employer. The City encourages small and minority businesses, women's business enterprises, and labor surplus area firms to submit proposals.

Each BID must be received sealed and marked EXACTLY as follows:

BID: LINCOLN ROAD DETENTION POND HATTIESBURG, MISSISSIPPI

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

PUBLISHED by Order of the Council on the 7th day of May A.D., 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on May 16 , 2024 and May 23 , 2024
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

INFORMATION FOR BIDDERS

BIDS will be received by City of Hattiesburg, MS herein called the "OWNER", at City Hall until 10:00 AM on June 20, 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 LINCOLN ROAD DETENTION POND, 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 \$1000 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.

SPECIAL NOTICE TO BIDDERS

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal

opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Copeland "Anti-Kickback" Act.

- (1) The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in

such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure

notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(5) By entering into this Contract, the Contractor is certifying the following:

- a. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department of agency or any political subdivision or agency of the State of Mississippi.
- b. Contractor has not, within a three (3) year period preceding this Contract, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction.
- c. Contractor has not, within three (3) year period preceding this Contract, been convicted of or had a civil judgement rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- d. Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of these offenses enumerated in Article 5.B. and Article 5.C., above; and,
- e. Contractor has not, within a three (3) year period preceding this Contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Compliance with Miss. Code Ann. 31-5-37

Contractor agrees to comply with Mississippi Code Ann. 31-5-37. Within seven (7) days of project award the Contractor shall submit to the Owner and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code Ann. 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contractor and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contractor.

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. INDEMNIFICATION

To the extent allowed by state law, CONTRACTOR agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of CONTRACTOR, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

2. RELATIONSHIP STATUS

The CONTRACTOR acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the OWNER and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The OWNER and CONTRACTOR also acknowledge and agree that any benefit to vendors contracting with the OWNER or CONTRACTORS arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the OWNER.

Upon execution of any contract between the OWNER and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The OWNER and CONTRACTOR shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the OWNER and any other party. The OWNER, CONTRACTOR and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the OWNER and any

other party. The OWNER and the CONTRACTOR acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the OWNER and the CONTRACTOR or any other parties.

3. ACCESS TO RECORDS

Provided CONTRACTOR is given reasonable advance written notice and such inspection is made during normal business hours of CONTRACTOR, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of CONTRACTOR's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the CONTRACTOR's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by CONTRACTOR for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

CONTRACTOR is not required to retain the above-mentioned records for the ten-year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. CONTRACTOR has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before CONTRACTOR provides the records and corresponding certification to MDEQ, in which case, CONTRACTOR shall retain the records until all issues arising out of the action are finally resolved; and
- C. CONTRACTOR provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

4. RECORD RETENTION AND RIGHT TO AUDIT

The CONTRACTOR shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. CONTRACTOR shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

5. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, CONTRACTOR shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

6. CONFLICT OF INTEREST

The CONTRACTOR covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONTRACTOR further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

7. COOPERATION AND EVALUATION

The CONTRACTOR agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the

Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the CONTRACTOR agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT

Further, in the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING - REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
4. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
5. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed

when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Dunn Roadbuilders, LLC , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jason Wooten, President
Name and Title of Contractor's Authorized Official

64-0880745
Contractor's Employer Identification Number (EIN)

June 20, 2024
Date

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,
- E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt

and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action

arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels

therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

The Contractor, Dunn Roadbuilders, LLC, certifies the above Attachment C, Subaward Terms and Conditions for Contracted Parties.


Signature of Contractor's Authorized Official

Jason Wooten, President
Name and Title of Contractor's Authorized Official

June 20, 2024
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

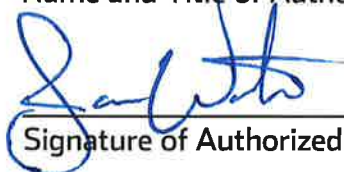
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Dunn Roadbuilders, LLC
Business Name

By Jason Wooten/President
Name and Title of Authorized Representative


Signature of Authorized Representative

June 20, 2024
Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal

that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

SUPPLEMENT TO NOTICE TO BIDDERS NO. 1

DATE: 06/08/2021

SUBJECT: Governing Specifications

Change the web address at the end of the first paragraph to the following.

<https://shop.mdot.ms.gov/default.aspx?StoreIndex=1>

SECTION 904 - NOTICE TO BIDDERS NO. 3

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Final Clean-Up

Immediately prior to final inspection for release of maintenance, the Contractor shall pick up, load, transport and properly dispose of all litter from the entire highway right-of-way that is within the termini of the project.

Litter shall include, but not be limited to, solid wastes such as glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

Litter removal is considered incidental to other items of work and will not be measured for separate payment.

SECTION 904 - NOTICE TO BIDDERS NO. 28

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Fuel and Material Adjustments

Bidders are advised that **NO FUEL OR MATERIAL ADJUSTMENT**, as addressed in Subsection 109.07 of the Standard Specifications, will be allowed on this project.

SECTION 904 - NOTICE TO BIDDERS NO. 516**CODE:****(IS) DATE: 11/28/2017****SUBJECT: Errata and Modifications to the 2017 Standard Specifications**

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
16	102.06	In the seventh full paragraph, change "Engineer" to "Director."
33	105.05.1	In the sixth sentence, change "Contract Administration Engineer" to "Contract Administration Director."
34	105.05.2.1	In subparagraph 2, change "SWPPP, ECP" to "SWPPP and the ECP"
35	105.05.2.2	In subparagraphs 2, add " and" to the end of the sentence. In subparagraph 3, remove ", and" and add ".".
90	109.04.2	In the last paragraph of subparagraph (a), place a period "." at the end of the sentence.
93	109.04.2	In the last paragraph of subparagraph (g), place a period "." at the end of the sentence. Also, in the first paragraph of subparagraph (h), place a period "." at the end of the sentence.
97	109.07	Under ADJUSTMENT CODE, subparagraph (A1), change "HMA mixture" to "Asphalt mixtures."
98	109.11	In the third sentence, change "Engineer" to "Director."
219	308.04	In the last sentence of the last paragraph, change "Contractor's decision" to "Engineer's decision."
300	405.02.5.9	In the first sentence of the second paragraph, change "Hot Mix Asphalt" to "Asphalt Mixtures."
502	630.01.1	In the first paragraph, change " <u>AASHTO</u> " to "AASHTO's <u>LRFD</u> ".
636	646.05	Change "each" to "per each" for the pay item units of payment.
640	656.02.6.2	In item 7), change "down stream" to "downstream".
688	630.03.2	Change the subsection number from "630.03.2" to "680.03.2."
725	702.08.3	In the second sentence of the first paragraph, change "hot-mix" to "asphalt."
954	804.02.13.1.6	In the definition for "M" in the % Reduction formulas, change "paragraph 7.3" to "paragraph 5.3."

SPECIAL PROVISION NO. 907-105-2

CODE: (IS)

DATE: 05/13/2024

SUBJECT: Control of Work

Section 105, Control of Work, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-105.01--Authority of the Engineer. Delete the first sentence of the second paragraph of Subsection 105.01 on page 31, and substitute the following.

The Engineer has the right to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to correct conditions unsafe for workmen or the general public, for failure to carry out provisions of the Contract, or for failure to carry out orders.

907-105.02--Plans and Working Drawings. Delete the first paragraph of Subsection 105.02 on page 31, and substitute the following.

After the contract is executed by the Executive Director, the Contractor will receive, free of charge, two bound copies of the proposal and contract documents (one executed and one blank) two full scale copies of the plans, five half-scale copies of the Plans, and Electronic Files Identified as Plans. The Contractor shall have one copy of the proposal and contract documents and one half-scale copy of the plans available at all times during work activity on the project.

DATE: 05/13/2024

SUBJECT: Measurement and Payment

Section 109, Measurement and Payment, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-109.01--Measurement of Quantities. Delete the sixth full paragraph of Subsection 109.01 on page 88, and substitute the following.

If appropriate based on the specific circumstances of the project, the Contractor may request that material specified to be measured by the cubic yard or ton be converted to the other measure. The Contractor must submit this request to the Engineer. The Engineer will provide an approval or denial in writing. The decision is in the sole discretion of the Engineer. If approved, factors for this conversion will be determined by the District Materials Engineer and agreed to by the Contractor. The conversion of the materials along with the conversion factor will be incorporated into the Contract by supplemental agreement. The supplemental agreement must be executed before such method of measurement is used.

907-109.04--Extra Work.

907-109.04.1--Supplemental Agreement. Delete the second paragraph of Subsection 109.04.1 on page 90.

907-109.04.2--Force Account Agreement. Delete the last sentence of subparagraph (c) in Subsection 109.04.2 on page 91, and substitute the following.

An amount will be added equal to fifteen percent (15%) of the sum thereof, excluding sales tax.

Delete subparagraph (d) in Subsection 109.04.2 on pages 91 & 92, and substitute the following.

(d) **Equipment.** Equipment used for force account work shall be of sufficient size and type necessary to perform the required work in an economic and expeditious manner. The Contractor must provide the manufacturer, make, model, year, type of fuel and other necessary information to determine proper hourly payment rates. Subject to advance approval of the Engineer, actual transportation cost for a distance of not more than 200 miles will be reimbursed for equipment not already on the project.

For equipment authorized by the Engineer for use on the force account work, the Engineer will use the equipment rental rates from the "*Rental Rate Blue Book*" as published on the Equipment Watch website www.equipmentwatch.com for the time period the force account work is authorized to determine payment to the Contractor.

The maximum allowable rates are determined as follows:

1. The hourly equipment rate will equal the FHWA total hourly rate. This rate takes into account adjustment factors for age and region.
2. The hourly estimated operating costs have been included in the FHWA total hourly rate.
3. The idle and standby rates shall be as listed in the "*Rental Rate Blue Book*" as reported by *Equipment Watch*.
4. These rates include the basic machine plus any necessary attachments.

Standby rates shall apply when equipment is not in operation and is approved by the Engineer to standby for later use to complete the work. Idle rates shall apply to equipment located on the project and the engine is burning fuel but no ground engaging or other components are actively engaged in meaningful work. In general, idle or standby rates shall apply when equipment is not in use, but will be needed again to complete the work and the cost of moving the equipment will exceed the accumulated standby cost. If the idle standby cost should exceed the equipment moving cost to or from the work site, the Contractor will be entitled to the moving cost only. Idle or standby rates will be used under the following conditions:

1. The equipment is totally dedicated to the force account work and not used intermittently on other work.
2. Idle or standby cost will be considered only after equipment has been operated on force account work.
3. The sum of idle or standby time and operating time shall not exceed eight (8) hours per day or 40 hours in a week.
4. Idle or standby payment will not apply to days not normally considered to be work days such as holidays, weekends, or days of inclement weather when no other work is taking place.

The Department will not pay for idle or standby time when equipment is inoperable, for time spent repairing equipment, or for the time elapsed after the Engineer has advised the Contractor that the equipment is no longer needed. The Department will determine if it will be more cost effective to pay standby time on approved equipment on site or for multiple mobilizations.

If equipment is needed, which is not included in the *Rental Rate Blue Book* as reported by *Equipment Watch*, the Department and Contractor will agree upon reasonable rental rates in writing before the equipment is used.

All equipment shall be subject to approval from day to day in accordance with the requirements of Subsection 108.05.

907-109.06--Partial Payment.

907-109.06.2--Advancement on Materials.

Delete the next to last paragraph of Subsection 109.06.2 on page 95, and substitute the following.

Materials for which an advanced payment has been allowed must be paid for by the Contractor within 30 days of the estimate on which the advanced payment was first allowed and proof of said payment must

be verified by the supplier. If proof of payment is not furnished within the allowable 30 days, the advanced payment will be deducted on subsequent current estimates until such time that proof of payment is furnished.

907-109.07--Changes in Material Costs. After the fifth paragraph of Subsection 109.07 on page 96, change the web address to the following.

https://mdot.ms.gov/portal/current_letting

SECTION 904 - NOTICE TO BIDDERS NO. 7011

CODE: (SP)

7011 DATE: 05/13/2024

SUBJECT: Contract Time

PROJECT: Lincoln Road Detention Pond

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable working days are assessed, or any extension thereto as provided in Subsection 108.06 of the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition.

The Notice of Award will be issued within 60 days of the bid opening date and the effective date of the Notice to Proceed / Beginning of Contract Time Date will be within 8 months following the Date of the Notice of Execution of Contract Letter. Should the Notice to Proceed / Beginning of Contract Time Date fall within the winter months of December, January, or February the Notice to Proceed/Beginning of Contract time will be March 1st.

The Contractor shall request a Notice to Proceed/Beginning of Contract Time date in writing after receiving the Notice of Execution of Contract Letter and the date requested should be within the 8 month period following the Date of the Notice of Execution of Contract Letter.

The Contractor's written request for Notice to proceed Date should be given a minimum of seven (7) calendar days in advance of the Notice to Proceed requested. Should the Contractor request a Notice to Proceed earlier than stipulated above, and it is agreeable with the LPA for an early Notice to Proceed, the requested date will become the new Notice to Proceed date. Regardless of whether or not an early Notice to Proceed is granted, contract time will start at the original Notice to Proceed date.

450 Calendar Days have been allowed for the completion of work for the base phase of on this project. Under no circumstances shall the project completion date exceed 08/15/2026.

Any fabrication of needed materials can begin after the contract has been executed and submittals are approved.

PROPOSAL FORM

I (we) agree to begin work in accordance with NTB 7011.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

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

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Dunn Roadbuilders, LLC

Bidding Company



Authorized by: Jason Wooten, President

P.O. BOX 6560

Laurel, MS 39441

ADDRESS

PROPOSAL

LINCOLN ROAD DETENTION POND

Item No.	Description	Unit	Quantity	Unit Price	Extension
1	CLEARING AND GRUBBING	LS	1	430,000.00	430,000.00
2	REMOVAL OF PIPE, 8" AND ABOVE	LF	342	37.00	12,654.00
3	REMOVAL OF HEADWALL	EA	1	925.00	925.00
4	UNCLASSIFIED EXCAVATION, AH, LVM	CY	93	11.00	1,023.00
5	EXCESS EXCAVATION, LVM, AH	CY	466,363	11.80	5,503,083.40
6	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	662	30.00	19,860.00
7	SUPERPHOSPHATE	TON	13	660.00	8,580.00
8	MOWING	ACRE	26	220.00	5,720.00
9	GRASSING	ACRE	26	1320.00	34,320.00
10	AGRICULTURAL LIMESTONE	TON	78	270.00	21,060.00
11	MULCH, VEGETATIVE MULCH	TON	52	275.00	14,300.00
12	TEMPORARY GRASSING	ACRE	26	1320.00	34,320.00
13	TEMPORARY SILT FENCE	LF	5,000	5.50	27,500.00
14	WATTLES, 20"	LF	2,500	16.00	40,000.00
15	CRUSHED STONE BASE, SIZE 610	CY	251	132.00	33,132.00
16	9.5 mm, ST, ASPHALT PAVEMENT	TON	16	235.00	3,760.00
17	19 mm, ST, ASPHALT PAVEMENT	TON	26	200.00	5,200.00
18	42" REINFORCED CONCRETE PIPE, RUBBER TYPE GASKETS	LF	472	280.00	132,160.00

19	42" REINFORCED CONCRETE END SECTION	EA	1		4,000.00	4,000.00
20	INLET STRUCTURE, COMPLETE-IN-PLACE	EA	1		112,000.00	112,000.00
21	DISCHARGE STRUCTURE, COMPLETE-IN-PLACE	EA	1		73,000.00	73,000.00
22	72" TYPE I CHAIN LINK FENCE, CLASS II, WITH TOP GUARD	LF	5,050		24.00	121,200.00
23	GATE, 24' X 6' DOUBLE CHAIN LINK WITH TOP GUARD	EA	1		1,600.00	1,600.00
24	MAINTENANCE OF TRAFFIC	LS	1		64,000.00	64,000.00
25	MOBILIZATION	LS	1		56,000.00	56,000.00
26	JUNCTION BOX, JB1, AS PER PLANS	EA	1		28,000.00	28,000.00
				BID TOTAL:		6,787,397.40

Bid Respectfully Submitted, Name of Firm or Bidder:



/President

Dunn Roadbuilders, LLC

Certificate of Responsibility No. 00009

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, Dunn Roadbuilders, LLC Principal, and Federal Insurance Company 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 20th day of June, 2024.

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:

LINCOLN ROAD DETENTION POND 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.

Dunn Roadbuilders, LLC


PRINCIPAL

Federal Insurance Company

SURETY

BY: 
Angie M. Strickland, Attorney in Fact

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.

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Brody Eric Buckley, John A. Chalk Jr, William L. Painter and Angie M. Strickland of Jackson, Mississippi -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 3rd day of April 2024.


Rupert HD Swindells, Assistant Secretary


Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

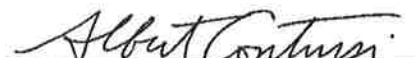
SS.

On this 3rd day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this June 20, 2024




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

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:

LINCOLN ROAD DETENTION POND 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 **\$1000** 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
Conditions for Compliance	Payment Bond

with 2 C.F.R. § 200 et seq.

Technical Specifications

Drawings

Performance Bond

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.
8. To the extent that any provisions of the Contract Documents are in conflict with the provisions of the Conditions for Compliance with 2 C.F.R. § 200 et seq., the provisions in the Conditions for Compliance with 2 C.F.R. § 200 et seq. shall control.

OWNERS:

SEAL

City of Hattiesburg

Authorized by:

ATTEST

(Printed Name & Title)

CONTRACTOR:

SEAL

ATTEST

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned _____
_____(hereinafter called the Principal), a
corporation, partnership or individual duly 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 LINCOLN ROAD DETENTION POND,
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:

TITLE

Name of person executing for Surety

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,

Conditions for Compliance with 2 C.F.R. § 200 et seq., the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

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

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

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

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

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

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

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

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

HE, HIS, AND HIM: These are several pronouns that shall represent both male and female genders.

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

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

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

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER, RESIDENT INSPECTOR, CONSTRUCTION INSPECTOR, PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in

effect at time of submission of Bid in addition to those Supplementary General Conditions attached here to.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

2.2 The award of the Contract, if it is awarded, will be to the lowest and best responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution within sixty (60) days after the opening of Bids.

EXECUTION OF AGREEMENT:

2.3 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the ENGINEER within 10 days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.4 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.3 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shown on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction.

CONTRACTOR'S PRE-BID REPRESENTATIONS:

2.1 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. (See paragraphs 6.22 through 6.26.) The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the

conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER, for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, and Instruction's to Bidders, General Conditions, Technical Specifications and Drawings. If the requirements of one are more stringent than the other, the more stringent requirements shall apply.

3.3 The words "furnish, "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to

mean "furnish and install complete in place and ready for service."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Any additional information necessary to ascertain subsurface soil conditions, including test holes and soil borings, not provided by the OWNER shall be undertaken by the BIDDER prior to bidding at his cost. Such exploration shall be adequate to satisfy the BIDDER of the materials expected to be encountered on the project. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing

materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.7 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, safety, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to

survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, handled, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors and industry standards, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the

prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising wherefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs,

lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract

Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The

CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge the cost to the CONTRACTOR as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands in accordance with the MUTCD. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

6.32 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor,

anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the Contract Documents. The CONTRACTOR will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored,

supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or

entitles him to an extension of the Contract Time, he may make a claim therefore as provide in Articles 11 and 12.

7.5 Where practicable, the CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each contractor shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The CONTRACTOR shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will

appoint an engineer against whom the CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without

written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the CONTRACTOR according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory,

faulty or defective, or does not meet the requirements of any inspection, test or approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and

the failure to request legal action within said thirty (30) days period shall result in the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an

extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly:

PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall

include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which

CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not

CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either parties.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and

Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writing;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed

or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes will resume. If the specified completion date had not been reached at the time the CONTRACTOR called for a

final inspection, the calendar day difference between the specified completion date and the date the CONTRACTOR called for a final inspection will be added after the 14-day period before starting liquidated damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the ENGINEER and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a

general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within sixty (60) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonably 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.

Conditions for Compliance with 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

A portion of the funding for the Work, as fully described in **Attachment A, Project Name, Scope of Work and Project Timeline and Requirements**, has been made available to the City of Hattiesburg through the Mississippi Municipality & County Water Infrastructure ("MCWI") Grant Program Act of 2022, Mississippi Senate Bill 2822, 2022 Regular Session (April 26, 2022), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award #SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022).

The Parties acknowledge that the above Contract Agreement (the "Contract") is subject to the provisions of 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Notwithstanding anything contained in the Contract, CONTRACTOR agrees to comply with all applicable provisions of 2 C.F.R. § 200 et seq., as amended. As set forth in the Contract, to the extent any of the provision contained herein are in conflict with the Contract Documents, these provisions shall control. Further, the CONTRACTOR acknowledges and agrees to comply with **Attachment C (Special Notice to Bidders), Subaward Terms and Conditions for Contracted Parties**.

A. Period of Performance

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**.

B. Termination

The Contract may be terminated as follows:

(1) Termination For Convenience. The OWNER may, when the interests of the OWNER so require, terminate Contract in whole or in part, for the convenience of the OWNER. OWNER shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.

(2) Termination For Default. If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, OWNER may notify CONTRACTOR in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by OWNER, OWNER may terminate the CONTRACTOR'S right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by the OWNER, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the OWNER has an interest.

(3) Termination Upon Bankruptcy. This Agreement may be terminated in whole or in part by OWNER upon written notice to the CONTRACTOR, if the CONTRACTOR should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the CONTRACTOR of an assignment for the benefit of its creditors. In the event of such termination, the CONTRACTOR shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Contract, but in no case shall said compensation exceed the total Contract Price.

C. Equal Employment Opportunity.

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR'S legal duty to furnish information.

(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of CONTRACTORS and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

CONTRACTORS and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

D. Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No CONTRACTOR or Subcontractors contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The U.S. Department of Treasury shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

E. Clean Air Act

(1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The CONTRACTOR agrees to report each violation to the OWNER and understands and agrees that the CONTRACTOR will, in turn, report each violation as required to assure notification to the Mississippi Department of Environmental Quality or the appropriate Environmental Protection Agency Regional Office.

(3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by U.S. Department of Treasury.

F. Federal Water Pollution Control Act

(1) The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The CONTRACTOR agrees to report each violation to the OWNER and understands and agrees that the CONTRACTOR will, in turn, report each violation as required to assure notification to the Mississippi Department of Environmental Quality or the appropriate Environmental Protection Agency Regional Office.

(3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by U.S. Department of Treasury.

G. Federal Restrictions on Lobbying.

CONTRACTOR shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, the CONTRACTOR may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. CONTRACTOR shall certify in writing that Subrecipient has not made, and will not make, any payment prohibited by these requirements using the form provided in **Exhibit A** (Lobbying Certifications).

H. Procurement of Recovered Materials

(1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

I. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Contracts and purchase orders for work or products under this award.

J. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) Prohibitions.

- (i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (ii) Unless an exception in paragraph (3) of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
- (iii) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (iv) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (v) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (vi) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (3) Exceptions.
 - (i) This clause does not prohibit CONTRACTORS from providing—
 - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (ii) By necessary implication and regulation, the prohibitions also do not apply to:
 - (1) Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and
 - b. Are not used as critical technology of any system.
 - (2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (4) Reporting requirement.
 - (i) In the event the CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the CONTRACTOR is notified of such by a subcontractor at any tier or by any other source, the CONTRACTOR shall report the information in paragraph (d)(2) of this clause to the recipient or

subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- (ii) The CONTRACTOR shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (2) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the CONTRACTOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (iii) Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

K. Contracting with Small and Minority Businesses, Women's Businesses Enterprises, and Labor Surplus Area Firms

If the CONTRACTOR engages subcontractors to perform work under the Contract, CONTRACTOR shall place qualified small and minority businesses and women's business enterprises on solicitation lists used in the procurement; solicit small and minority business and women's business enterprises; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

TECHNICAL SPECIFICATIONS

1. Applicable Specifications

The Technical Specifications entitled Mississippi Standard Specifications for Road and Bridge Construction, 2017, or latest, Edition shall be the specifications applicable to this project except as for herein specified. Any testing required by those specifications for material submittal approval shall be the responsibility of the Contractor. The testing laboratory used by the Contractor shall be a laboratory certified by the Mississippi Department of Transportation and shall be approved by the Engineer. Any reference to Unit Item for pay shall be modified and paid based on the Pay Items included in the proposal of the specifications.

2. References Amended to mean Engineer

Any reference in the above-mentioned specifications to Commission, Director, Chief Engineer, Testing Engineer, or Project Engineer shall be amended in these specifications to mean the Engineer, or his duly authorized representative, of the City of Hattiesburg.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Transportation and Engineering
cc: Angela Donald, Assistant Accountant
Date: Tuesday, September 3, 2024
Re: Acknowledge receipt of closing documents for the Water Plant 1 Ph II Project;
Authorize Advertisement for Final Settlement; Authorize Final Acceptance of the
project and payment of Final Pay Application to the Hemphill Construction Co.
File Number: 2024-417
Minute Book #

Summary

Acknowledge receipt of closing documents for the Water Plant 1 Ph II Project; Authorize Advertisement for Final Settlement; Authorize Final Acceptance of the project and payment of Final Pay Application to Hemphill Construction Co.

Recommendation Statement

This is the final pay estimate and close out documents for this project. I recommend approval.

Please place this on the September 3, 2024 City Council meeting for consideration.



Engineering Progress

August 20, 2024

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Attn: Marybeth Bergin

RE: Hattiesburg Water Treatment Plant #1, Phase 2
1273-W015, Phase 2
City of Hattiesburg

Dear Ms Bergin:

Enclosed please find Pay Application No. 8 and Final in the amount of \$2,642.21 for the above referenced project. Also included is:

- Affidavit Certifying Payment to All Subcontractor and Suppliers
- Warranty
- Contractor's Affidavit of Payment of Debts and Claims
- Contractor's Affidavit of Release of Liens
- American Iron and Steel Certification

We recommend approval of the Pay Application.

The contractor has also request release of his CD used for the retainage. This will require you to return the CD and power of attorney to him. Please let me know if this will be an issue.

The contractor has currently completed 100% of the work and has used 98% of the contract time.

If you have any questions or we can be of further assistance please do not hesitate to call me at (601) 544-1821.

Yours Sincerely,

A handwritten signature in blue ink, appearing to read 'Nick Connolly', is written over a blue circular stamp. The stamp contains the text 'NICHOLAS M. CONNOLLY, P.E., P.L.S.' and 'PROJECT ENGINEER'.

Nicholas M. Connolly, P.E., P.L.S.
Project Engineer

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: H22160-08F

To

City of Hattiesburg

Customer:

200 Forest Street

Hattiesburg, MS 39401

Project

H22160- Hattiesburg Water Plant #1

Rehabilitation Phase 2

Via Engineer

SDW Engineering

301 Second Avenue

Hattiesburg, MS 39401

Application No.

JB App #8 Final

Period From:

6/30/2024

Period To:

6/30/2024

External

N/A

Contract No.

Contract Date:

9/6/2022

From Contracto

Hemphill Construction Company, Inc.

PO Drawer 879

1858 Hwy 49 South

Florence, MS 39073

Owner:

City of Hattiesburg

200 Forest Street

Hattiesburg, MS 39401

Application Date:

7/16/2024

Distribution to :

Owner

Engineer

Contractor

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	\$1,605,000.00
2. Net Change By Change Order	\$140,688.28
3. Contract Sum To Date	\$1,745,688.28
4. Work Completed To Date	\$1,745,688.28
5. Stored Materials Inventory	\$0.00
6. Total Completed and Stored To Date	\$1,745,688.28
7. Retainage	
a. Maximum Retainage is not in effect.	
b. Securities are furnished in lieu of Retainage.	\$41,000.00
c. Retainage on Work Completed to Date 0.00 %	\$0.00
d. Retainage on Stored Materials Inventory 0.00 %	\$0.00
e. Total Calculated Retainage	\$0.00
f. Total Retainage To Be Withheld	\$0.00
8. Total Earned Less Retainage	\$1,745,688.28
9. Less Previous Certificates For Payments	\$1,743,046.07
10. Current Payment Due	\$2,642.21
11. Balance to Finish, Plus Retainage.	\$0.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$140,688.28	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$140,688.28	\$0.00
Net Changes By Change Order	\$140,688.28	

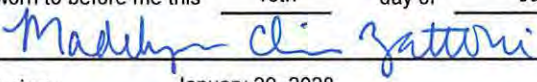
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hemphill Construction Company, Inc.

By:  Date: 7/16/2024

State of: Mississippi County of: Simpson

Subscribed and sworn to before me this 16th day of July 2024

Notary Public: 

My Commission expires: January 29, 2028

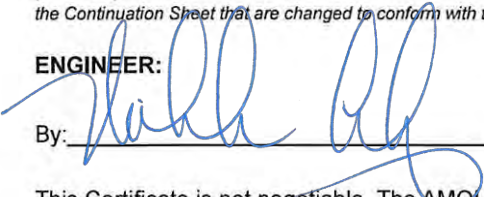
ENGINEER'S CERTIFICATE FOR PAYMENT

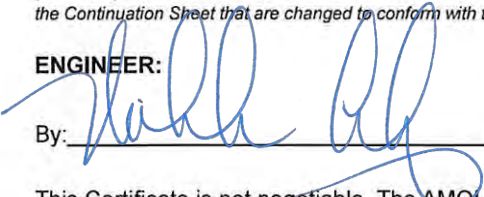
In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED **\$2,642.21**

(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.)

ENGINEER:



By:  Date: 8-20-2024

OWNER:

By: _____ Date: _____

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.



CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #8 Final

Application Date : 07/16/24

Period From: 06/30/24

Period To: 06/30/24

External Contract No.:

Invoice # : H22160-08F

Contract : H22160- Hattiesburg Water Plant #1 Rehabilitation Phase 2

Item No.	Description of Item	Contract U of M	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Percent Complete
Original Contract														
01	Original Contract	LS	1.00	\$95,000.00	\$95,000.00	1.00	0.00	1.00	\$95,000.00	\$0.00	0.00	\$95,000.00	\$0.00	100.00%
02	Removal of Existing Aerators and Appurtenances	EA	2.00	\$42,000.00	\$84,000.00	2.00	0.00	2.00	\$84,000.00	\$0.00	0.00	\$84,000.00	\$0.00	100.00%
03	Removal of Existing Piping and Appurtenances	LS	1.00	\$26,000.00	\$26,000.00	1.00	0.00	1.00	\$26,000.00	\$0.00	0.00	\$26,000.00	\$0.00	100.00%
04	Removal and Re-installation of Venturi Meters and Appurtenan	EA	2.00	\$5,000.00	\$10,000.00	2.00	0.00	2.00	\$10,000.00	\$0.00	0.00	\$10,000.00	\$0.00	100.00%
05	Installation of Tray Aerators and Appurtenances	EA	4.00	\$237,500.00	\$950,000.00	4.00	0.00	4.00	\$950,000.00	\$0.00	0.00	\$950,000.00	\$0.00	100.00%
06	Installation of Piping and Appurtenance	LS	1.00	\$204,000.00	\$204,000.00	1.00	0.00	1.00	\$204,000.00	\$0.00	0.00	\$204,000.00	\$0.00	100.00%
07	Installation of 14" Butterfly Valves and Appurtenance	EA	4.00	\$4,500.00	\$18,000.00	4.00	0.00	4.00	\$18,000.00	\$0.00	0.00	\$18,000.00	\$0.00	100.00%
08	Repair of Spalled Concrete	SF	1,000.00	\$18.00	\$18,000.00	1,000.00	0.00	1,000.00	\$18,000.00	\$0.00	0.00	\$18,000.00	\$0.00	100.00%
09	Painting of Building, Interior and Exterior	LS	1.00	\$200,000.00	\$200,000.00	1.00	0.00	1.00	\$200,000.00	\$0.00	0.00	\$200,000.00	\$0.00	100.00%
Original Contract Totals					\$1,605,000.00				\$1,605,000.00	\$0.00	\$0.00	\$1,605,000.00	\$0.00	100.00%
Change Order 3														
CO.3	Mobilization	LS	1.00	\$65,526.37	\$65,526.37	1.00	0.00	1.00	\$65,526.37	\$0.00	0.00	\$65,526.37	\$0.00	100.00%
CO.3.1	Mortar-Crete Repair Preparation of Concrete	KIT	145.00	\$317.88	\$46,092.60	145.00	0.00	145.00	\$46,092.60	\$0.00	0.00	\$46,092.60	\$0.00	100.00%
Change Order 3 Totals					\$111,618.97				\$111,618.97	\$0.00	\$0.00	\$111,618.97	\$0.00	100.00%
SA														
SA-2	Demo of Existing Interior Cap Slabs	LS	1.00	\$23,983.23	\$23,983.23	1.00	0.00	1.00	\$23,983.23	\$0.00	0.00	\$23,983.23	\$0.00	100.00%
SA Totals					\$23,983.23				\$23,983.23	\$0.00	\$0.00	\$23,983.23	\$0.00	100.00%
Change Order 5														
CO.5	Mortar-Crete Repairs Summary Change Order	KIT	16.00	\$317.88	\$5,086.08	16.00	0.00	16.00	\$5,086.08	\$0.00	0.00	\$5,086.08	\$0.00	100.00%
Change Order 5 Totals					\$5,086.08				\$5,086.08	\$0.00	\$0.00	\$5,086.08	\$0.00	100.00%
Grand Totals					\$1,745,688.28				\$1,745,688.28	\$0.00	\$0.00	\$1,745,688.28	\$0.00	100.00%

EXHIBIT C—AFFIDAVIT CERTIFYING PAYMENT TO ALL SUBCONTRACTORS AND SUPPLIERS

**AFFIDAVIT CERTIFYING
PAYMENT TO ALL SUBCONTRACTOR AND SUPPLIERS**

I acknowledge that, pursuant to Miss. Code Ann. §31-5-25 and H.B. 1562, Laws of 2002, that I am required to submit monthly certification indicating payments to subcontractors and/or suppliers on prior payment request. I, the undersigned Contractor, do hereby certify that I have paid the following amounts to subcontractors and/or suppliers for Work which has been performed and incorporated into previous Partial Payment Requests which were issued and payment received from the Owner on the project listed below. I understand that this document must be submitted on a monthly basis after the submittal, approval and payment of Partial Payment Request #8 Final. I understand that the OWNER reserves the right to require me, the undersigned, to provide verification of payment and/or additional information.

Project Name and Number Hattiesburg Water Plant #1 Rehabilitation Phase 2
#1273-W015

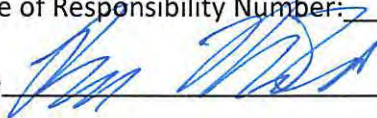
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SUPPLIER	AMOUNT
Construction Metals Co., Inc	\$0.00
General Pump & Equipment Co.	\$0.00
Eagle Pipe & Supply, LLC	\$ 0.00
	\$
	\$
	\$
	\$
	\$

(Attach additional list of subcontractors and/or suppliers with amounts if necessary)

Contractor Name and Title: Ben McDowell Project Manager

Contractor Certificate of Responsibility Number: _____

Contractor Signature  Date 7/10/24

STATE OF MISSISSIPPI
COUNTY OF SIMPSON

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned notary public, this
the 18 day of July, 2024.




NOTARY PUBLIC

My commission expires:

January 29, 2028

P.O. Drawer 879
Florence, MS 39073-0879



Phone: 601-932-2060
Fax: 601-932-2550

Municipal & Public Works Construction

Heavy & Highway Construction

WARRANTY

Owner: City of Hattiesburg
200 Forest Street
Hattiesburg, MS 39401

Contractor: Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073

Project: Hattiesburg Water Plant #1 Rehabilitation Phase 2

Completion Date: July 05, 2024

Hemphill Construction Company, Inc. hereby warrants that all labor and materials furnished and work performed by the Hemphill Construction Company, Inc. on the above referenced project are in accordance with the requirements of the contract, including amendments thereto, for a period of one (1) year following the completion date and written acceptance by the Owner. Hemphill Construction shall make good any defects at no expense to the Owner for this period.

A blue ink signature of Ben McDowell, written in a cursive style.

Ben McDowell
Project Manager

Subscribed and sworn to me this date:

16th day of July, 2024.

A blue ink signature of Madelynn Cliburn Zattoni, written in a cursive style.

Notary, Madelynn Cliburn Zattoni

My Commission Expires January 29, 2028.

The difficult we do immediately, the impossible takes a little longer!



AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Hattiesburg Water Plant #1 Rehabilitation Phase 2	ARCHITECT'S PROJECT NUMBER:	OWNER ☐
	CONTRACT FOR: General Construction	ARCHITECT ☐
		CONTRACTOR ☐
TO OWNER: <i>(Name and address)</i> City of Hattiesburg 200 Forest Street Hattiesburg, MS 39401	CONTRACT DATED: September 6, 2022	SURETY ☐
		OTHER ☐

STATE OF: Mississippi

COUNTY OF: Simpson

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS: None.

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate Attachment ☒ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073

BY:

(Signature of authorized representative)

Ben McDowell, Project Manager

(Printed name and title)

Subscribed and sworn to before me on this date:

July 16, 2024

Notary Public:

Madelyn Cliburn Zattoni
Madelyn Cliburn Zattoni

My Commission Expires:

January 29, 2028



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: (Name and address)

Hattiesburg Water Plant #1
Rehabilitation Phase 2

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General Construction

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

TO OWNER: (Name and address)

City of Hattiesburg
200 Forest Street
Hattiesburg, MS 39401

CONTRACT DATED: September 6, 2022

SURETY ☐

OTHER ☐

STATE OF: Mississippi

COUNTY OF: Simpson

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: Payment of \$147,869.54 on pay application #6, payment of \$34,208.93 on pay application #7, and payment of \$2,642.21 on pay application #8 Final.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: (Name and address)

Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073

BY:



(Signature of authorized representative)

Ben McDowell, Project Manager

(Printed name and title)

Subscribed and sworn to before me on this date:

July 16, 2024

Notary Public:

Madelynn Cliburn Zattoni

My Commission Expires:

January 29, 2028



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original document that changes will not be obscured.

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Drinking Water Systems Improvements Revolving Loan Fund (DWSIRLF)

Contractor/Subcontractor American Iron and Steel (AIS) Certification

Contractor/Sub Name: Hemphill Construction Company, Inc.

Contractor Estimate: Estimate #8 Final

I hereby certify that to the best of my knowledge and belief that all iron, steel and construction materials identified in the referenced estimate comply with the American Iron and Steel provisions as defined in 42 U.S.C. 300j-12(a)(4) of the Safe Drinking Water Act or the items are subject of a waiver of the requirements as approved by the Administrator of the Environmental Protection Agency (EPA). Additionally, manufacturer AIS certifications have been provided to the owner for all applicable material included in the referenced estimate.

I understand that a false statement on this certification will be grounds for rejection of payment and contract termination.

 07/18/2024
Signature of Prime or Subcontractor Representative Date

Ben McDowell, Project Manager
Type (Print) Name of Prime or Subcontractor Representative

P.O. Drawer 879
Florence, MS 39073-0879



Phone: 601-932-2060
Fax: 601-932-2550

Municipal & Public Works Construction

Heavy & Highway Construction

July 16, 2024

City of Hattiesburg
200 Forest Street
Hattiesburg, MS 39401

Attn: Lamar Rutland

Re: Hattiesburg Water Plant # 1 Rehabilitation Phase 2

Dear Sir:

Hempill is submitting our final pay application. We ask that as you process our final estimate, that you also process any paper work necessary to release our Certificate of Deposit that you are holding as retainage. Please, have the Owner enclose the certificate with our payment for the final estimate when you mail it to us. Your immediate help in closing this project out is greatly appreciated. **Please, return the original power of attorney and certificate of deposit. We will return it to the bank. You will not need to take any other action. Thank you.**

Sincerely,

HEMPHILL CONSTRUCTION CO., INC.

Richard A. Rula, P.E.
President

CD #	Date on CD	Amount
1303886	11/16/2023	\$41,000.00
Total		\$41,000.00

RAR/mz

The difficult we do immediately, the impossible takes a little longer!

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER

AIA DOCUMENT G707

FEDERAL INSURANCE COMPANY BOND NO. K41584269

PROJECT: Water Plant No. 1 Rehabilitation, Phase 2

TO (Owner)
City of Hattiesburg
P O Box 1898
Hattiesburg MS 39403-1898

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: SAME AS ABOVE

CONTRACT DATE: September 6, 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)

FEDERAL INSURANCE COMPANY
P O Box 1650
Whitehouse Station NJ 08889-1650

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Hemphill Construction Company, Inc.
P O Drawer 879
Florence, MS 39073-0879

, 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
P O Box 1898
Hattiesburg MS 39403-1898

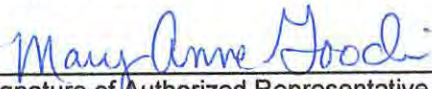
, OWNER

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 12 day of July, 2024.

FEDERAL INSURANCE COMPANY

Surety Company


Signature of Authorized Representative

Mary Anne Goodin

Title: Attorney In Fact

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

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ONE PAGE

FORM 15-10-87 (ED. 4-77)

CHUBB

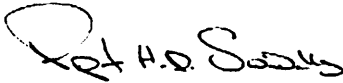
Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi**

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 9th day of April 2024.



Rupert HD Swindells, Assistant Secretary



Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

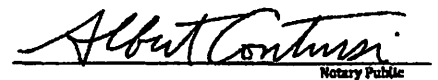
SS.

On this 9th day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

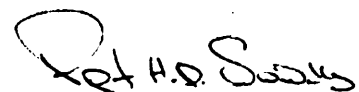
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **July 12, 2024**





Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Marybeth Bergin, Director of Transportation and Engineering

cc:

Date: Tuesday, September 3, 2024

Re: Acknowledge receipt of closing documents for the FTA Sidewalks Hardy St.-Kamper Park project and authorize publication of the Notice of Settlement, payment of the final pay application to the contractor, and final acceptance of the project.
File Number: 2024-431
Minute Book #

Summary

Acknowledge receipt of closing documents for the FTA Sidewalks Hardy St.-Kamper Park project and authorize publication of the Notice of Settlement, payment of the final pay application to the contractor, and final acceptance of the project.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 3, 2024 City Council meeting for consideration.

NOTICE OF FINAL SETTLEMENT

NOTICE is hereby given that the contract between the City of Hattiesburg, Mississippi, as Owner and RJM McQueen Contracting, Inc. dated September 26, 2022, for the FTA Sidewalk Hardy St.-Kamper Park project, as per approved plans and specification on file in the City Clerk's Office, has been fully and completely performed and exercised, and that final settlement thereof and thereunder will be made.

THIS NOTICE is given pursuant to and under the terms and provisions of Section 31-5-53, Mississippi Code of 1972, annotated as amended and pursuant to the authority conferred by Order of the Mayor and City Council of Hattiesburg, Mississippi, appearing for record upon and as part of the official minutes of said City of Hattiesburg.

WITNESS my signature and the official seal of said City, on this the 3rd day of September, 2024, A.D.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(S E A L)

Publish (1) Sunday, September 8, 2024
Return PROOF to City Clerk's Office
P O Box 1898
Hattiesburg, MS 39403



NEEL-SCHAFFER

Tuesday, August 13, 2024
N-S Project No. 16258

SENT VIA EMAIL

Mrs. Brandy Easterling
RJM McQueen Contracting, Inc.
80 Ramsey McQueen Road
Collins, Mississippi 39428

REFERENCE: FINAL PAY APPLICATION & CLOSEOUT DOCUMENTS
FTA KAMPER PARK SIDEWALK PROJECT
CITY OF HATTIESBURG, FORREST COUNTY

Dear Mr. White,

I have enclosed the final application for payment, including retaining. I have reviewed it and find it to be in order. Therefore, I recommend payment of \$122,205.29. Additionally, I have enclosed the following necessary documents to close out this project.

- Three (3) Original - Final Contractor's Applications for Payment Request.
- Three (3) Originals - Certification that all subcontractors and project-related debts have been paid and that no liens have been filed against the project.
- Three (3) Originals - Consent of Surety for Final Payment and Release of Retainage.
- Three (3) Originals - Certificate of Warranty and Guarantee

Please call me if you have any questions or comments regarding this matter.

Sincerely,

NEEL-SCHAFFER, INC.

Korey Hardin, P.E.
Senior Project Manager

CC: Marybeth Bergin, City of Hattiesburg
Chris Crenshaw, City of Hattiesburg

engineers | planners | surveyors | environmental scientists | landscape architects

P: 601.545.1565 | F: 601.545.2267

704 Hardy Street
Hattiesburg, MS 39401

www.neel-schaffer.com



APPLICATION AND CERTIFICATE FOR PAYMENT

AIA Document G702 Page | 1

To(OWNER): CITY OF HATTIESBURG
P.O. BOX 1898
Accounting Department
HATTIESBURG, MS 39403

Project: Forrest/RJM/FTA Sidewalk
Proje
Hardy St - Kamper Park
Hattiesburg, MS 39401

Application No: 9
Invoice No: 22180049
Period To: 4/30/2024

From: RJM-McQueen Contracting,
Inc
80 Ramsey McQueen Road
Collins, MS 39428

Via(Architect):

Architect's
Project No: 202218004
Contract Date: 9/26/2022

CONTRACT'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

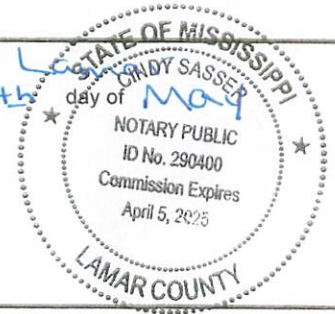
1. ORIGINAL CONTRACT SUM	1,919,324.40
2. Net change by Change Orders	0.00
3. CONTRACT SUM TO DATE (LINE 1 +/- 2)	1,919,324.40
4. TOTAL COMPLETED & STORE TO DATE (Column G on G703)	1,786,704.84
5. RETAINAGE(COLUMN 1 on G703)	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	1,786,704.84
7. LESS PREVIOUS CERTIFICATE FOR PAYMENT (Line 6 from prior Certificate)	1,664,499.55
8. SALES TAX	0.00
9. CURRENT PAYMENT DUE	122,205.29
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	132,619.56

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 Contract 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: RJM-McQueen Contracting, Inc

By: Brenda E. Sasser Date: 5/24/24

State of: Mississippi County of: Lamar
Subscribed and sworn to before me this 24th day of May
Notary Public: Cindy Sasser
My Commission expires: 4-5-25



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.....\$ 122,205.29
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: Kerney Hance Date: 8/7/2024
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.

CONTINUATION SHEET

AIA Document G703

Page | 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.

Application Number: 9
Application Date: 4/30/2024
Period To: 4/30/2024
Architect's Project No: 202218004

ITEM No.	DESCRIPTION	SCHEDULED VALUE	PREVIOUS	THIS PERIOD	STORED MATERIALS	TOTAL	%	BALANCE	RETAINAGE
CONCRETE									
1	REMOVAL OF CONCRETE SIDEWALK	8,930.00	8,502.50	0.00	0.00	8,502.50	95	427.50	0.00
2	REMOVE CURB & GUTTER ALL TYPES	3,900.00	3,420.00	0.00	0.00	3,420.00	88	480.00	0.00
3	REMOVAL OF CONCRETE PAVEMENT	7,200.00	0.00	0.00	0.00	0.00	0	7,200.00	0.00
4	REMOVAL OF PIPE 8" & ABOVE	20,000.00	5,840.00	0.00	0.00	5,840.00	29	14,160.00	0.00
5	REMOVAL OF INLETS ALL SIZES	6,600.00	6,600.00	0.00	0.00	6,600.00	100	0.00	0.00
6	REMOVAL OF FENCE	1,500.00	320.00	0.00	0.00	320.00	21	1,180.00	0.00
7	REMOVAL OF CRAPE MYRTLE	2,520.00	2,160.00	0.00	0.00	2,160.00	86	360.00	0.00
8	REMOVAL OF TREES > THAN 10"	5,000.00	5,000.00	0.00	0.00	5,000.00	100	0.00	0.00
9	REMOVAL OF TRAFFIC STRIPE	1,375.00	1,292.50	0.00	0.00	1,292.50	94	82.50	0.00
10	REMOVE ELECTRIC SERVICE POLE	20.00	20.00	0.00	0.00	20.00	100	0.00	0.00
11	REMOVE BATTING CAGES	20.00	0.00	0.00	0.00	0.00	0	20.00	0.00
12	UNCLASSIFIED EXC FM AH	7,800.00	0.00	0.00	0.00	0.00	0	7,800.00	0.00
13	BORROW EXC AH FME CLASS B9	40,000.00	42,832.00	0.00	0.00	42,832.00	107	-2,832.00	0.00
14	EXCESS EXCVATION FM AH	13,200.00	9,888.00	0.00	0.00	9,888.00	75	3,312.00	0.00
15	TOPSOIL FOR SLOPE TX FROM ROW	2,800.00	0.00	0.00	0.00	0.00	0	2,800.00	0.00
16	WATERING	11,396.00	12,196.80	0.00	0.00	12,196.80	107	-800.80	0.00

[Type text]

CONTINUATION SHEET

AIA Document G703

Page | 3

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.

Application Number: 9
Application Date: 4/30/2024
Period To: 4/30/2024
Architect's Project No: 202218004

ITEM No.	DESCRIPTION	SCHEDULED VALUE	PREVIOUS	THIS PERIOD	STORED MATERIALS	TOTAL	%	BALANCE	RETAINAGE
17	TOPSOIL SLOPE TX CONTR FURNISH	3,600.00	0.00	0.00	0.00	0.00	0	3,600.00	0.00
18	SOLID SODDING - CENTIPEDE	20,460.00	33,246.40	0.00	0.00	33,246.40	162	-12,786.40	0.00
19	TEMPORARY SILT FENCE	11,250.00	2,785.50	0.00	0.00	2,785.50	25	8,464.50	0.00
20	WATTLES 20"	11,000.00	8,602.00	0.00	0.00	8,602.00	78	2,398.00	0.00
21	SANDBAGS	1,000.00	0.00	0.00	0.00	0.00	0	1,000.00	0.00
22	TOP SOIL FOR PLANT HOLES	396.00	6,336.00	0.00	0.00	6,336.00	999	-5,940.00	0.00
23	SHRUB PLANTING, DAYLILY 1 GAL	716.10	704.55	0.00	0.00	704.55	98	11.55	0.00
24	SHRUBS PARSONS JUNIPER 1 GAL	427.35	277.20	0.00	0.00	277.20	65	150.15	0.00
25	SHRUB DRIFT ROSE PEACH 3 GAL	1,001.00	1,001.00	0.00	0.00	1,001.00	100	0.00	0.00
26	TREE LIVE OAK 30 GAL	7,425.00	7,425.00	0.00	0.00	7,425.00	100	0.00	0.00
27	BED PREPARATION	4,675.00	4,675.00	0.00	0.00	4,675.00	100	0.00	0.00
28	FERTILIZER TABLER 21 GRAM	333.30	333.30	0.00	0.00	333.30	100	0.00	0.00
29	TREE BARK MULCH TYPE III	209.00	522.50	0.00	0.00	522.50	250	-313.50	0.00
30	TREE BARK MULCH TYPE V	209.00	836.00	0.00	0.00	836.00	400	-627.00	0.00
31	CLASS B STR CONCRETE MINOR STR	44,800.00	45,808.00	0.00	0.00	45,808.00	102	-1,008.00	0.00
32	REINFORCING STEEL	5,510.00	5,877.88	0.00	0.00	5,877.88	107	-367.88	0.00
33	18" REINF CONC PIPE CL III	5,280.00	5,500.00	0.00	0.00	5,500.00	104	-220.00	0.00
34	24" REINF CONC PIPE CL III	7,920.00	7,920.00	0.00	0.00	7,920.00	100	0.00	0.00
35	36" REINF CONC PIPE CL III	51,840.00	37,440.00	0.00	0.00	37,440.00	72	14,400.00	0.00

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CONTINUATION SHEET

AIA Document G703

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AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.

Application Number: 9
Application Date: 4/30/2024
Period To: 4/30/2024
Architect's Project No: 202218004

ITEM No.	DESCRIPTION	SCHEDULED VALUE	PREVIOUS	THIS PERIOD	STORED MATERIALS	TOTAL	%	BALANCE	RETAINAGE
36	18" CORRUGATED POLY PIPE	45,760.00	46,552.00	0.00	0.00	46,552.00	102	-792.00	0.00
37	36" BRANDH CONNECTION	7,200.00	7,200.00	0.00	0.00	7,200.00	100	0.00	0.00
38	CONCRETE DITCH WALL REPAIR	11,700.00	11,700.00	0.00	0.00	11,700.00	100	0.00	0.00
39	PLUG CONCRETE PIPE	6,300.00	6,300.00	0.00	0.00	6,300.00	100	0.00	0.00
40	CASTINGS	632.00	632.00	0.00	0.00	632.00	100	0.00	0.00
41	GRATINGS	4,800.00	4,282.00	0.00	0.00	4,282.00	89	518.00	0.00
42	PREF POLY DRAIN CATCH BAS 30"	35,200.00	35,200.00	0.00	0.00	35,200.00	100	0.00	0.00
43	8' CHAIN LINK FENCE	2,940.00	0.00	0.00	0.00	0.00	0	2,940.00	0.00
44	Install & Remove Temp Fence	8,820.00	8,820.00	0.00	0.00	8,820.00	100	0.00	0.00
45	8' CHAIN LINK FENCE GATE	3,690.00	0.00	0.00	0.00	0.00	0	3,690.00	0.00
46	CONCRETE SIDEWALK W/O REINF	119,000.00	63,254.96	0.00	0.00	63,254.96	53	55,745.04	0.00
47	COMBINATION CONC CURB & GUTTER	4,290.00	2,442.00	0.00	0.00	2,442.00	57	1,848.00	0.00
48	ADJUST MANHOLES	1,600.00	0.00	0.00	0.00	0.00	0	1,600.00	0.00
49	ADJUST WATER VALVES	3,200.00	3,200.00	0.00	0.00	3,200.00	100	0.00	0.00
50	ADJUST ELECTRICAL PULL BOXES	1,980.00	990.00	0.00	0.00	990.00	50	990.00	0.00
51	MAINTENANCE OF TRAFFIC	80,679.00	80,679.00	0.00	0.00	80,679.00	100	0.00	0.00
52	MOBILIZATION	568,975.00	568,975.00	0.00	0.00	568,975.00	100	0.00	0.00
53	ROADWAY CONSTRUCTION STAKING	23,100.00	23,100.00	0.00	0.00	23,100.00	100	0.00	0.00
54	LEGEND WHITE	10,587.50	10,175.00	0.00	0.00	10,175.00	96	412.50	0.00

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CONTINUATION SHEET

AIA Document G703

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AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.

Application Number: 9
Application Date: 4/30/2024
Period To: 4/30/2024
Architect's Project No: 202218004

ITEM No.	DESCRIPTION	SCHEDULED VALUE	PREVIOUS	THIS PERIOD	STORED MATERIALS	TOTAL	%	BALANCE	RETAINAGE
55	ASPHALT PAVEMENT TEXTURING	7,500.00	7,500.00	0.00	0.00	7,500.00	100	0.00	0.00
56	ELECTRICAL PULLBOX, PER PLANS	5,472.50	5,472.50	0.00	0.00	5,472.50	100	0.00	0.00
57	TRAFFIC SIGN CONDUIT UG T4 2"	12,031.25	12,278.75	0.00	0.00	12,278.75	102	-247.50	0.00
58	TRAFFIC SIGN EQUIP POLE TVI 8'	3,063.50	3,063.50	0.00	0.00	3,063.50	100	0.00	0.00
59	POLE FOUNDATION CL B CONCRETE	1.00	0.00	0.00	0.00	0.00	0	1.00	0.00
60	TRAFFIC SIGNAL HEAD TYPE 6	1,650.00	1,650.00	0.00	0.00	1,650.00	100	0.00	0.00
61	ELEC CABLE UG CON IMSA 20-1 AW	303.00	339.36	0.00	0.00	339.36	112	-36.36	0.00
62	ELEC CAB AERIAL SUPP IMSA 20-1	52.80	52.80	0.00	0.00	52.80	100	0.00	0.00
63	PULL BOX ENCLOSURE TYPE 2	2,310.00	3,465.00	0.00	0.00	3,465.00	150	-1,155.00	0.00
64	TRAFFIC SIGN COND UG T 4 2"	242.00	242.00	0.00	0.00	242.00	100	0.00	0.00
65	TRAFFIC SIGN CON UG ROLLED PIP	2,316.60	2,286.90	0.00	0.00	2,286.90	99	29.70	0.00
66	VIDEO VEH DET SENS TYPE 3	30,525.00	30,525.00	0.00	0.00	30,525.00	100	0.00	0.00
67	VIDEO VEHICLE DETECTION CABLE	198.00	151.80	0.00	0.00	151.80	77	46.20	0.00
68	ACCESSIBLE PED DET ASSEMBLY	17,380.00	8,690.00	0.00	0.00	8,690.00	50	8,690.00	0.00
69	REMOVE EXIST TRAFF SIGN EQUIP	1,732.50	1,732.50	0.00	0.00	1,732.50	100	0.00	0.00
70	REMOVABLE BOLLARDS PER PLANS	7,600.00	0.00	7,600.00	0.00	7,600.00	100	0.00	0.00
71	PEDESTRIAN BRODGE 12'X110'	401,500.00	401,500.00	0.00	0.00	401,500.00	100	0.00	0.00
72	CLASS B STRUCTURAL CONCRETE	39,600.00	53,988.00	0.00	0.00	53,988.00	136	-14,388.00	0.00
73	REINFORCING STEEL	9,675.00	10,203.89	0.00	0.00	10,203.89	105	-528.89	0.00

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CONTINUATION SHEET

AIA Document G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application Number: 9
Application Date: 4/30/2024
Period To: 4/30/2024
Architect's Project No: 202218004

ITEM No.	DESCRIPTION	SCHEDULED VALUE	PREVIOUS	THIS PERIOD	STORED MATERIALS	TOTAL	%	BALANCE	RETAINAGE
74	TEST PILE	12,100.00	12,100.00	0.00	0.00	12,100.00	100	0.00	0.00
75	CONVE STATIC PILE LOAD TEST	6,160.00	0.00	0.00	0.00	0.00	0	6,160.00	0.00
76	HP 14X73 STEEL PILING	80,145.00	55,998.75	0.00	0.00	55,998.75	70	24,146.25	0.00
		1,892,324.40	1,752,104.84	7,600.00	0.00	1,759,704.84		132,619.56	0.00
77	Slope Paving Under Bridge	27,000.00	0.00	27,000.00	0.00	27,000.00	100	0.00	0.00
		1,919,324.40	1,752,104.84	34,600.00	0.00	1,786,704.84		132,619.56	0.00

Tuesday, April 9, 2024
N-S Project No. 16258



SENT VIA EMAIL

Hunter White
Deputy Director
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

REFERENCE: FTA SIDEWALK PROJECT HARDY STREET – KAMPER PARK
CHANGE ORDER NO. 2 – SUMMARY CHANGE ORDER
CITY OF HATTIESBURG

Dear Mr. White:

One (1) copy of Change Order No. 2 for the above-referenced project is enclosed for your review and approval. This change order is a summary change order that reflects the final measurements and computations of work completed and the extension of contract time by 223 calendar days. Additionally, it adds Pay Item No. 815-DCO2, Concrete Slope Paving—Change Order 2, to the contract.

Please call me if you have any questions or comments concerning this request.

Sincerely,

NEEL-SCHAFFER, INC.

Korey Hardin, P.E.
Senior Project Manager

WKH

Enc: Change Order No. 2
RJM McQueen Slope Paving Price Quote – 12/14/2023

CC: Chris Crenshaw – City of Hattiesburg
Marybeth Bergin, P.E. – City of Hattiesburg
Ann Jones - City of Hattiesburg
Michael Essary, P.E. – Neel-Schaffer, INC
Geoffrey Crosby, P.E. – Neel-Schaffer, INC

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



Contract Change Order No. 2

Owner: City of Hattiesburg
 Contractor: RJM McQueen
 Project Name: FTA Kamper Park Sidewalk
 NS Proj No. 16258
 Reason for Change: Summary Change Order

Pay Item Number	Payitem Description	Unit	Unit Price	Plan Quantity	Final Quantity	Description	Contract Adjustment
202-B	Removal of Concrete Sidewalk	SY	\$19.00	470.000	447.500	QUANTITY DECREASE	\$ (427.50)
202-B	Removal of Curb & Gutter, All Types	LF	\$30.00	130.000	114.000	QUANTITY DECREASE	\$ (480.00)
202-B	Removal of Concrete Pavement	SY	\$45.00	160.000	0.000	QUANTITY DECREASE	\$ (7,200.00)
202-B	Removal of Pipe, 8" and Above	LF	\$80.00	250.000	73.000	QUANTITY DECREASE	\$ (14,160.00)
202-B	Removal of Fence	LF	\$2.00	750.000	160.000	QUANTITY DECREASE	\$ (1,180.00)
202-B	Removal of Grape Myrtle	EA	\$180.00	14.000	12.000	QUANTITY DECREASE	\$ (360.00)
202-B	Removal of Traffic Stripe	LF	\$5.50	250.000	235.000	QUANTITY DECREASE	\$ (82.50)
202-B	Removal of Batting Cage, Poles and Netting	LS	\$20.00	1.000	0.000	QUANTITY DECREASE	\$ (20.00)
203-A	Unclassified Excavation, FM, AH	CY	\$26.00	300.000	0.000	QUANTITY DECREASE	\$ (7,800.00)
203-EX	Borrow Excavation, AH, FME, Class B9	CY	\$16.00	2500.000	2677.000	QUANTITY INCREASE	\$ 2,832.00
203-G	Excess Excavation, FM, AH	CY	\$24.00	550.000	412.000	QUANTITY DECREASE	\$ (3,312.00)
211-A	Topsoil for Slope Treatment, from Right of Way	SY	\$1.00	2800.000	0.000	QUANTITY DECREASE	\$ (2,800.00)
219-A	Watering	KGAL	\$30.80	370.000	396.000	QUANTITY INCREASE	\$ 800.80
211-A	Topsoil for Slope Treatment, Contractor Furnished	CY	\$30.00	120.000	0.000	QUANTITY DECREASE	\$ (3,600.00)
216-A	Solid Sodding, Centipede	SY	\$8.80	2325.000	3778.000	QUANTITY INCREASE	\$ 12,786.40
234-A	Temporary Silt Fence	LF	\$4.50	2500.000	619.000	QUANTITY DECREASE	\$ (8,464.50)
237-A	Wattles, 20"	LF	\$11.00	1000.000	782.000	QUANTITY DECREASE	\$ (2,398.00)
246-A	Sandbags	EA	\$10.00	100.000	0.000	QUANTITY DECREASE	\$ (1,000.00)
211-C	Topsoil for Plant Holes, Contractor Furnished	CY	\$49.50	8.000	128.000	QUANTITY INCREASE	\$ 5,940.00
230-A	Shrub Planting, Daylily, (1) GAL	EA	\$11.55	62.000	61.000	QUANTITY DECREASE	\$ (11.55)
230-A	Shrub Planting, Parsons Juniper, (1) GAL	EA	\$11.55	37.000	24.000	QUANTITY DECREASE	\$ (150.15)
233-A	Tree Bark Mulch, Type III	CY	\$104.50	2.000	5.000	QUANTITY INCREASE	\$ 313.50
233-A	Tree Bark Mulch, Type V	CY	\$104.50	2.000	8.000	QUANTITY INCREASE	\$ 627.00
601-B	Class "B" Structural Concrete, Minor Structures	CY	\$2,800.00	16.000	16.360	QUANTITY INCREASE	\$ 1,008.00
602-A	Reinforcing Steel	LBS	\$3.80	1450.000	1546.811	QUANTITY INCREASE	\$ 367.88
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	\$220.00	24.000	25.000	QUANTITY INCREASE	\$ 220.00
603-CA	36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	\$360.00	144.000	104.000	QUANTITY DECREASE	\$ (14,400.00)
603-PC	18" Corrugated Polyethylene Pipe	LF	\$88.00	520.000	529.000	QUANTITY INCREASE	\$ 792.00
604-B	Gratings	LBS	\$4.00	1200.000	1070.500	QUANTITY DECREASE	\$ (518.00)
607-B	8' Chain Link Fence	LF	\$14.00	210.000	0.000	QUANTITY DECREASE	\$ (2,940.00)
607-PP	8' chain Link Fence Gate, Per Plans	EA	\$3,690.00	1.000	0.000	QUANTITY DECREASE	\$ (3,690.00)
608-A	Concrete Sidewalk, Without Reinforcement	SY	\$68.00	1750.000	930.220	QUANTITY DECREASE	\$ (55,745.04)
609-D	Combination Concrete Curb and Gutter	LF	\$33.00	130.000	74.000	QUANTITY DECREASE	\$ (1,848.00)
613-D	Adjustment of Manholes	EA	\$1,600.00	1.000	0.000	QUANTITY DECREASE	\$ (1,600.00)
613-D	Adjustment of Electrical Pull Boxes	EA	\$990.00	2.000	1.000	QUANTITY DECREASE	\$ (990.00)
626-H	Legend, White	LF	\$27.50	385.000	370.000	QUANTITY DECREASE	\$ (412.50)
637-C	Traffic Signal Conduit, Underground, Type 4, 2" (Inc. Pull String)	LF	\$13.75	875.000	893.000	QUANTITY INCREASE	\$ 247.50
907-634-C	Pole Foundations, Class "B" Concrete	CY	\$1.00	1.000	0.000	QUANTITY DECREASE	\$ (1.00)

907-636-B	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 5 Conductor	LF	\$3.03	100.000	112.000	QUANTITY INCREASE	\$ 36.36
907-637-A	Pull Box Enclosure, Type 2	EA	\$1,155.00	2.000	3.000	QUANTITY INCREASE	\$ 1,155.00
907-637-D	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3"	LF	\$28.70	78.000	77.000	QUANTITY DECREASE	\$ (28.70)
907-643-B	Video Vehicle Detection Cable	LF	\$1.10	180.000	138.000	QUANTITY DECREASE	\$ (46.20)
907-645-B	Accessible Pedestrian Detection Assembly	EA	\$4,345.00	4.000	2.000	QUANTITY DECREASE	\$ (8,690.00)
601-B	Class "B" Structural Concrete	CY	\$1,320.00	30.000	40.900	QUANTITY INCREASE	\$ 14,388.00
602-A1	Reinforcing Steel for Caps	LBS	\$2.15	4500.000	4745.985	QUANTITY INCREASE	\$ 528.89
803-B	Conventional Static Pile Load Test	EA	\$6,160.00	1.000	0.000	QUANTITY DECREASE	\$ (6,160.00)
803-D	HP 14X73 Steel Piling	LF	\$102.75	790.000	545.000	QUANTITY DECREASE	\$ (24,146.25)
815-DC02	Concrete Slope Paving - Change Order 2	LS	\$27,000.00	0.000	1.000	ADD PAY ITEM	\$ 27,000.00
TOTAL							\$ (105,619.56)

Original Contract Amount: \$ 1,883,504.40
Total Contract Changes to Date: \$ 8,820.00
Current Contract Amount: \$ 1,892,324.40
This Contract Change: \$ (105,619.56)
Revised Contract Amount: \$ 1,786,704.84

Current Completion Date: 3/30/2023
Time Extension Required (Days): 223
Revised Completion Date: 11/8/2023

NOTE: THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY:

NEEL SCHAFER, INC
ENGINEER

04/08/2024

DATE

ACCEPTED BY:

RJM McQueen
CONTRACTOR

4/8/24
DATE

APPROVED BY:

CITY OF HATTIESBURG
OWNER

DATE

RECEIVED

By Korey Hardin, P.E. at 11:01 am, Dec 15, 2023

REVIEWED

By Korey Hardin, P.E. at 11:01 am, Dec 15, 2023

80 RAMSEY MCQUEEN RD * COLLINS, MS 39428
PHONE 601-765-6561 * FAX 601-765-6562**WOMEN OWNED BUSINESS****MDOT CERTIFIED DBE****LADOTD CERTIFIED DBE****CERTIFICATE OF RESPONSIBILITY #03275-MC****LA BOARD OF CONTRACTORS #14034****City of Hattiesburg/ Neel-Schaffer Engineers**

Attn: Korey Hardin, PE

December 14, 2023

Project: FTA Sidewalk - Hardy Street Kamper Park - Concrete Slope Paving Under Ped. Bridge

PAY ITEM		EST. QNTY	PAY UNIT	UNIT PRICE	TOTAL	BID
1	4" Thick Concrete Slope Paving Under Bridge	120.00	SY	\$225.00	\$ 27,000.00	
					\$ -	

TOTAL**\$27,000.00****NOTES TO BECOME PART OF CONTRACT:
QUANTITY DETERMINED BY FIELD MEASUREMENT
QUOTE VALID FOR 30 DAYS**



WAIVER AND RELEASE UPON FINAL PAYMENT

STATE OF MISSISSIPPI
COUNTY OF COVINGTON

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY RJM MCQUEEN CONTRACTING, INC. (NAME OF CONTRACTOR) TO FURNISH PEDESTRIAN BRIDGE & INSTALLATION (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS ETA KAMPER PARK SIDEWALK PROJECT (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF HATTIESBURG, MS. COUNTY OF FORREST, AND IT OWNED BY CITY OF HATTIESBURG (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ETA SIDEWALK PROJECT - HARDY STREET - KAMPER PARK BETWEEN 17TH AVE AND PARK AVE.

UPON THE RECEIPT OF THE SUM OF \$12,035.00, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.

SIGNATURE
BY: Wendy R. Garner
(PRINT NAME)

ITS: TRAFFIC CONTROL PRODUCTS, INC.
(PRINT TITLE)

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 24th DAY OF July, 2024.
NOTARY PUBLIC



SIGNATURE
BY: BRANDY H. EASTERLING
RJM MCQUEEN CONTRACTING, INC.
ITS: CHIEF FINANCIAL OFFICER

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 24th DAY OF July, 2024.
NOTARY PUBLIC



80 Ramsey McQueen Road, Collins, MS 39428
Phone: 601-765-6561



WAIVER AND RELEASE UPON FINAL PAYMENT

STATE OF MISSISSIPPI
COUNTY OF COVINGTON

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY RJM MCQUEEN CONTRACTING, INC. (NAME OF CONTRACTOR) TO FURNISH PEDESTRIAN BRIDGE & INSTALLATION (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS FTA KAMPER PARK SIDEWALK PROJECT (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF HATTIESBURG, MS. COUNTY OF FORREST, AND IT OWNED BY CITY OF HATTIESBURG (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FTA SIDEWALK PROJECT - HARDY STREET - KAMPER PARK BETWEEN S17TH AVE AND PARK AVE.

UPON THE RECEIPT OF THE SUM OF \$ 0.00, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.

David Clark
SIGNATURE

BY: David Clark
(PRINT NAME)

T L WALLACE CONSTRUCTION, INC.
ITS: Vice President
(PRINT TITLE)

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 17 DAY OF May, 2024.
Caleigh MCBETH
NOTARY PUBLIC



NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED THE PAYMENT, SIXTY (60) DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN BEFORE THE EXPIRATION OF THE SIXTY-DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER SECTION 85-7-419, MISSISSIPPI CODE OF 1972.

Brandy H. Easterling
SIGNATURE
BY: BRANDY H. EASTERLING
RJM MCQUEEN CONTRACTING, INC.
ITS: CHIEF FINANCIAL OFFICER

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 24th DAY OF May, 2024.

Cindy Sasser
NOTARY PUBLIC

80 Ramsey McQueen Road, Collins, MS 39428
Phone: 601-765-6561





WAIVER AND RELEASE UPON FINAL PAYMENT

STATE OF MISSISSIPPI
COUNTY OF COVINGTON

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY RJM MCQUEEN CONTRACTING, INC. (NAME OF CONTRACTOR) TO FURNISH TRAFFIC SIGNAL & CROSSWALK DETECTION DEVICES (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS FTA KAMPER PARK SIDEWALK PROJECT (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF HATTIESBURG, MS COUNTY OF FORREST, AND IT OWNED BY CITY OF HATTIESBURG (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FTA SIDEWALK PROJECT - HARDY STREET - KAMPER PARK BETWEEN SI7TH AVE AND PARK AVE.

UPON THE RECEIPT OF THE SUM OF \$ 0.00, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.

SIGNATURE

BY:

(PRINT NAME)

POWELL CONSTRUCTION SERVICE, INC.

ITS:

(PRINT TITLE)

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 34th DAY OF May, 2024.

NOTARY PUBLIC

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONSIDERED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED THE PAYMENT, SIXTY (60) DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN BEFORE THE EXPIRATION OF THE SIXTY-DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER SECTION 85-7-419, MISSISSIPPI CODE OF 1972.

SIGNATURE

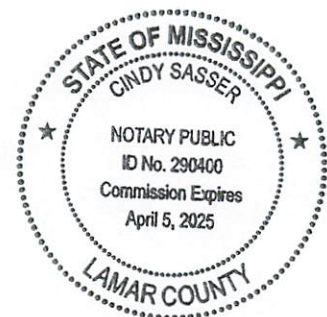
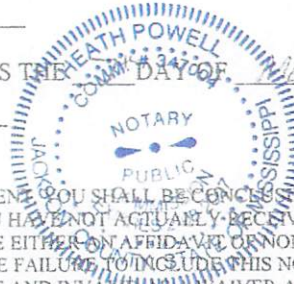
BY: BRANDY H. EASTERLING

RJM MCQUEEN CONTRACTING, INC.

ITS: CHIEF FINANCIAL OFFICER

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 9th DAY OF May, 2024.

NOTARY PUBLIC





WAIVER AND RELEASE UPON FINAL PAYMENT

STATE OF MISSISSIPPI
COUNTY OF COVINGTON

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY RJM MCQUEEN CONTRACTING, INC. (NAME OF CONTRACTOR) TO FURNISH CONSTRUCTION STAKING & SURVEYING. (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS ETA KAMPER PARK SIDEWALK PROJECT (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF HATTIESBURG, MS, COUNTY OF FORREST, AND IT OWNED BY CITY OF HATTIESBURG (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ETA SIDEWALK PROJECT - HARDY STREET - KAMPER PARK BETWEEN SIXTH AVE AND PARK AVE.

UPON THE RECEIPT OF THE SUM OF \$ 3,780.00, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.

SIGNATURE: J.C. Anglin
BY: John C. Anglin
(PRINT NAME)
CLEARPOINT CONSULTING ENG., PA
ITS: Vice President
(PRINT TITLE)



SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 7th DAY of May, 2024.

NOTARY PUBLIC
Melissa L. Buxton

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED THE PAYMENT. SIXTY (60) DAYS AFTER THE DATE STATED ABOVE, UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN BEFORE THE EXPIRATION OF THE SIXTY-DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER SECTION 85-7-119, MISSISSIPPI CODE OF 1972.

SIGNATURE: Brandt H. Easterling
BY: BRANDY H. EASTERLING
RJM MCQUEEN CONTRACTING, INC.

ITS: CHIEF FINANCIAL OFFICER

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 9th DAY OF May, 2024.

NOTARY PUBLIC
Cindy Sasser



80 Ramsey McQueen Road, Collins, MS 39428
Phone: 601-765-6561



WAIVER AND RELEASE UPON FINAL PAYMENT

STATE OF MISSISSIPPI
COUNTY OF COVINGTON

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY RJM MCQUEEN CONTRACTING, INC. (NAME OF CONTRACTOR) TO FURNISH LANDSCAPING (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS KAMPER PARK SIDEWALK PROJECT (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF HATTIESBURG, MS COUNTY OF FORREST, AND IT OWNED BY CITY OF HATTIESBURG (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FTA SIDEWALK PROJECT - HARDY STREET - KAMPER PARK BETWEEN 517TH AVE AND PARK AVE.

UPON THE RECEIPT OF THE SUM OF \$ 0.00, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF THE CONTRACTOR FOR SAID PROPERTY.

Anna Brewer
SIGNATURE

BY: Anna Brewer
(PRINT NAME)

ITS: Office manager
(PRINT TITLE)

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 7th DAY OF May, 2024.

Emily F. White
NOTARY PUBLIC



NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED THE PAYMENT, SIXTY (60) DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN BEFORE THE EXPIRATION OF THE SIXTY-DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER SECTION 85-7-419, MISSISSIPPI CODE OF 1972.

Brandy H. Easterling
SIGNATURE

BY: BRANDY H. EASTERLING
RJM MCQUEEN CONTRACTING, INC.
ITS: CHIEF FINANCIAL OFFICER

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 9th DAY OF May, 2024.

Cindy Sasser
NOTARY PUBLIC



80 Ramsey McQueen Road, Collins, MS 39428
Phone: 601-765-6561



WAIVER AND RELEASE UPON FINAL PAYMENT

STATE OF MISSISSIPPI
COUNTY OF COVINGTON

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY RJM MCQUEEN CONTRACTING, INC (NAME OF CONTRACTOR) TO FURNISH ASPHALT CROSSWALK STAMPING (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS FTA KAMPER PARK SIDEWALK PROJECT (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF HATTIESBURG, MS COUNTY OF FORREST, AND IT OWNED BY CITY OF HATTIESBURG (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FTA SIDEWALK PROJECT – HARDY STREET – KAMPER PARK BETWEEN SI7TH AVE AND PARK AVE.

UPON THE RECEIPT OF THE SUM OF \$ 0.00, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.

SIGNATURE

BY: Paul Black
(PRINT NAME)

CROSSROADS DECORATIVE PAVEMENT

ITS: Owner
(PRINT TITLE)

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 9th DAY OF May, 2024

Cindy Sasser
NOTARY PUBLIC



NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED THE PAYMENT, SIXTY (60) DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN BEFORE THE EXPIRATION OF THE SIXTY-DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER SECTION 85-7-419, MISSISSIPPI CODE OF 1972.

SIGNATURE

BY: BRANDY H. EASTERLING
RJM MCQUEEN CONTRACTING, INC.
ITS: CHIEF FINANCIAL OFFICER

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 9th DAY OF May, 2024

Cindy Sasser
NOTARY PUBLIC





CERTIFICATE OF WARRANTY AND GUARANTEE

OWNER: CITY OF HATTIESBURG

PROJECT: FTA KAMPER PARK SIDEWALK PROJECT

We hereby guarantee all work performed by us on the above referenced project to be free from defective materials and workmanship for a period of ONE YEAR, which will begin on November 8th of 2023 and continue to November 8th of 2024.

Within the guarantee period, if repairs or changes are requested in connection with guaranteed work which, in the opinion of the Owner, are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, we the Contractor shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition in every particular, all such guaranteed work, correct all defects therein and make good all damages to the building, site equipment or contents thereof which, in the opinion of the owner, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract; and make good any work or materials or the equipment and content of said buildings or site disturbed in fulfilling any such guarantee.

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

Bond No. 1001193700

TO OWNER:

(Name and address)

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

PROJECT:

(Name and address)

FTA Sidewalk Project Hardy Street - Kamper Park

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: see project description below

CONTRACT DATED: September 26, 2022

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040-6094

, SURETY,

on bond of

(Insert name and address of Contractor)

RJM-McQueen Contracting, Inc.
80 Ramsey McQueen Road
Collins, MS 39428

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to

(Insert name and address of Owner)

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: May 24, 2024

(Insert in writing the month followed by the numeric date and year.)



Attest: Braxton Brumfield
(Seal):

U.S. Specialty Insurance Company

(Surety)

By: Trina Cobb

(Signature of authorized representative)

Trina Cobb

Attorney-in-Fact

(Printed name and title)

Resident MS Agent/Fisher Brown Bottrell Insurance, Inc.



**TOKIOMARINE
HCC**

**POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Trina Cobb

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on its behalf:

Surety Bond Number: 1001193700 Amount of Bond: See Bond Form
Principal: RJM-McQueen Contracting, Inc.
Obligee: City of Hattiesburg

This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April, 2022.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California
County of Los Angeles SS:



By: Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 18th day of April, 2022 before me, Sonia O. Carrejo, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

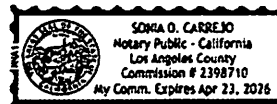
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 24th day of May, 2024.

Corporate Seals



[Signature]
Kio Lo, Assistant Secretary



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc: Ann Jones, Chief Administrative Officer

Date: Tuesday, September 3, 2024

Re: Take from the table; Approve an Agreement between the City of Hattiesburg and Hattiesburg Exchange Club/ Dixie Youth Inc. to operate and promote Dixie Youth Baseball for Hattiesburg residents; authorize the Mayor to execute and issuance of manual check. (Tabled from the August 20, 2024 Council meeting).
File Number: 2024-375
Minute Book #

Summary

Approve an Agreement between the City of Hattiesburg and Hattiesburg Exchange Club/ Dixie Youth Inc. to operate and promote Dixie Youth Baseball for Hattiesburg residents.

Recommendation Statement

I recommend for approval.

Please place this on the September 3, 2024 City Council meeting for consideration.

AGREEMENT

WHEREAS, the Hattiesburg Dixie Youth Baseball Inc., hereinafter referred to as "Association" and the City of Hattiesburg, hereinafter referred to as "City", has entered into discussion with view of the Association developing and promoting Dixie Youth Baseball for Hattiesburg residents. The parties hereto desire to reduce to writing their agreement of understanding with a properly executed copy of Agreement provided to each party. This agreement shall be renewable on an annual basis. Hattiesburg Dixie Youth Baseball Inc. and City do hereby agree and obligate themselves as follows, to-wit:

I.

Association will hereby develop and promote Dixie Youth Baseball for Hattiesburg area residents for a period beginning 1st day of February 2024, and terminating on the 1st day of October, 2024. Association shall be responsible for operation of the baseball program including, but not limited to organization of the league, obtaining coaches, obtaining officials, collection of fees, setting schedules, limiting rosters and other related duties and responsibilities. The spring program will operate March 1, 2024 thru August 30th, 2024. Fall programming will be determined by Hattiesburg DYB Inc. Board of Directors no later than August 31st, 2024.

Association shall provide to the City a written practice and game schedule. The schedule(s) shall be inclusive of all scheduled dates and fields to be used for the 2024 year and shall be provided to the City no later than one November 1, 2024. Make-up game schedules shall be provided to the City no later than one (3) day prior to the scheduled make-up game. All recreation league regular ending tournament schedules shall be provided to the City no later than one (1) week prior to the start of the scheduled tournament.

All other concessions, tournaments, clinics and other money-making events will be covered by a separate agreement. It shall be the responsibility of the Association to confirm potential postseason tournament dates with the City before bidding if use of City facilities or any maintenance for the particular post-season tournament will be required. Program playing field specifications shall be provided to the City no less than (4) weeks prior to the start of the program.

Hattiesburg Dixie Youth Baseball Inc. will have first right of refusal for concession operations hosted at Larry Doleac Youth Baseball Complex during promoted tournaments and reserved events.

II.

City shall be responsible for maintaining the Larry Doleac Youth Baseball Complex as described in Attachment I for providing seating and electricity.

Funding provided in the amount of Fifteen-Thousand Dollars (\$15,000.00) for the payment of officials and equipment and maintenance expenditures. The appropriate expenditure reports (Attachment III) shall be completed and filed with the City by 30th day of September 2024.

The City does reserve the right to use facilities for other functions. See Attachment IIa for Policy on General Use of Facilities.

III.

Association does hereby obligate itself to comply with the policies of the City: That all recreation programs shall be open to all citizens of the Hattiesburg area regardless of his/her ability to pay any fees charged for participation in said programs; and that the City nondiscrimination policy (Attachment IIb) shall be observed. See Attachment II for all pertinent City policies.

IV.

It is understood by and between parties that this Agreement may be terminated by either party for any reason upon thirty (30) days written notice of their intention to terminate this Agreement. The parties hereto have reduced to writing this agreement understanding it represents the complete and total acceptance of services between the Association and City.

V.

Association does hereby agree that it will hold harmless and indemnify the City from any and all liability and damages of any kind whatsoever resulting from the operation of this recreational program. The Liability Policy of the City is attached as Attachment IIe.

Association does hereby agree to appropriately acknowledge City contribution to the program in a public manner such as on ad boards, patches, and in all media.

Association does hereby obligate itself to comply with National Standards for Youth Sports, National Dixie Youth Baseball Policies and Coach Review Policy (Attachment IIId and IIe, respectively) adopted by the City Council.

VI.

Association does hereby obligate itself to comply with the Sports Participation Policy that is attached as Attachment IIF.

Attachment I.

City of Hattiesburg - Ballfields Maintenance Policy

Includes:

1. Mow field on a regular basis
2. Clean restrooms and facility area
3. Wash bleachers and property as needed
4. Fill low/soft spots
5. Edge baseline, infield and other areas

The Parks and Recreation Department will set aside designated field closures for turf maintenance. These closures will be enforced and no program or participants will be granted the ability to use or reserve fields during this time. Cultural practices and field

closures will take place from November to December. The City of Hattiesburg reserves the right to increase or decrease the amount and/or type of maintenance.

The Association holds certain maintenance responsibilities to preserve the integrity of the facility.

Includes:

1. Fields must be left in a presentable condition with no garbage or litter on property.
2. Garbage cans in restrooms and around the concessions pavilion shall be emptied and collected in a designated location of at the end of each practice, clinic, game, etc.
3. Remove screens and place on the warning track in front of the dugout daily.
4. Report and sign out keys for the contracted season to only those qualified to be keyholders. Keys are not to be duplicated and distributed in any way.
5. Store and maintain field surface equipment (portable mound, bases, etc.) in a secure location daily.
6. Turn off lighting and lock gates after every practice, game, etc.

Special attention shall be noticed when the City is not working scheduled events.

The decision to call games is a joint decision, however the City reserves the right to call any game for safety reasons or to prevent damage to the field.

Attachment IIa.
City Policies

General Public Use of Facility Policy

Facilities under this agreement are owned by the City of Hattiesburg, funded by the citizens of Hattiesburg. The City does reserve the right to make its facilities available for other functions when not in use by the Association.

The agreement does not grant the Association automatic reservation authority of the complex. The agreement does not allow the Association authority to permit use of the complex to any other party. All field reservations must be made through the City of Hattiesburg Parks and Recreation Department.

Attachment IIb.
Nondiscrimination Policy

The City of Hattiesburg does not discriminate on the basis of Color, Race, Creed, National Origin, Sex, or Religion not the basis of disabling conditions in the admission or access to services provided through its programs and activities.

Attachment IIc.
Liability Policy

There are inherent risks and recognized hazards associated with participating in sports and recreational activities. By participating in these programs, the participant assumes those risks and liabilities. The City of Hattiesburg assumes no liability nor does it afford medical coverage for injuries caused by participation of individuals, groups, teams, etc. in sports and recreational programs. Organizations shall maintain a minimum of \$500,000.00 general liability insurance and list the City of Hattiesburg as a certificate holder.

Attachment IId.

National Standards for Youth Sports Policy

These standards are endorsed and support by 26 National Agencies and Organizations

Standard #1 - Proper Sports Environment

Parents must consider and carefully choose the proper environment for their child, including the appropriate age and development for participation, the type of sport, the rules in the sport, the age range of the participants, and the proper level of physical and emotional stress.

Standard #2 - Programs Based on the Well-Being of Children

Parents must select youth sports programs that are developed and organized to enhance the emotional, physical, social, and educational well being of children.

Standard #3 - Drug and Alcohol - Free Environment

Parents must encourage a drug and alcohol-free environment for their children.

Standard #4 - Part of a Child's Life

Parents must recognize that youth sports are only a small part of a child's life.

Standard #5 - Training

Parents must insist that coaches are trained and certified.

Standard #6 - Parents' Active Role

Parents must make a serious effort to take an active role in the youth sports experience of their child providing a positive support as a spectator, coach and league administrator and/or caring parent.

Standard #7 - Positive Role Models

Parents must be a positive role model exhibiting sportsmanlike behavior at games, practices, and home, while also giving positive reinforcement to their child and support to their child's coaches.

Standard #8 - Parental Commitment

Parents must demonstrate their commitment to their child's youth sports experience by annually signing a parental code of ethics.

Standard #9 - Safe Playing Situation

Parents must insist on safe-playing facilities, healthful playing situation and proper first-aid applications, should the need arise.

Standard #10 - Equal Play Opportunity

Parents, coaches and league administrators must provide equal sports play opportunity for all youth regardless of race, creed, sex, or economic status of ability.

Standard #11 - Drug and Alcohol Free Adults

Parents must be drug and alcohol free at youth league sporting events.

Attachment IIe.

Coach Review Policy

Whereas, the City of Hattiesburg requires completion of a certification program for youth sports coaches whereby the coaches are schooled in the psychology of coaching youth sports, maximizing performance, injury prevention, first aid, and emphasizes a drug and alcohol free environment for youth sports and recognizes the great influence youth coaches have on our youth.

Attachment II f.

Youth Sports Participation Policy

The Hattiesburg Parks and Recreation Department offers a diversified youth sports program designed to meet the recreation needs of the Hattiesburg area. The City's philosophy is to promote the development of strong character, good attitude, and a sense of responsibility and citizenship in participants, using recreation as a vehicle.

This philosophy, as important as it is, must be carried out primarily by volunteers, with support and guidance provided by the Parks and Recreation staff, underscoring the importance of recruiting the best volunteers available - people who can apply the City's philosophy for the good of the children involved.

Every sport sponsored by the Parks and Recreation Department is conducted on facilities provided and maintained by the City of Hattiesburg, funded in large part by the citizens of Hattiesburg. This policy necessitates a move toward more participation by every member of recreation league teams.

The City feels strongly that the sport programs offered to the children of Hattiesburg should be fun, educational, and developmental; and the only way to teach these values is for the children to participate a substantial amount of time in each competitive event. Every league within the City, without exception, will follow the below guidelines.

In all games, all registered participants shall play in the following sports a minimum of:

Baseball - 3 defensive outs and 1 at bat per game

Note: A manager or coach is not required to play a player who is ill, injured or is under reasonable disciplinary restrictions or for justifiable reasons, provided he informs the opposing coach and scorekeeper prior to the start of the game.

In order to assist the teams and coaches and to ensure maximum participation of all children, the number of members on a team should be limited as follows:

Baseball - 16 players

The limitation of players on teams may mean the addition of other divisions within leagues and the addition of multiple all-star teams within the league. This is viewed again as an opportunity to bring about additional participation for children within City recreation programs. In all-star competition, the number of children participating on each team may be increased according to the rules of the organization sponsoring the program.

Every league within the City of Hattiesburg must comply with and follow this policy and ensure that each coach and league official is familiar with and complies with this policy at all times. The individual leagues will notify the Hattiesburg Parks and Recreation Department whenever it becomes necessary to take action against a coach for failure to comply with the participation policy.

The purpose of a sports league is to ensure participation for all children within the City of Hattiesburg; the purpose of a participation policy is to ensure a sports league for all children of the City of Hattiesburg.

It shall be noted, the association also abides and enforces board created policies routinely voted by the Hattiesburg DYB Inc. Board of Directors. The board and Association are upheld by additional National Dixie Youth bylaws distributed and updated yearly.

Attachment III

Expenditure Worksheets

1. Supplies, Expenses and Related Purchases Worksheet
 - a. Program personnel shall complete the worksheet by listing the name of the vendor, date items purchased, invoice number, total of the invoice and a brief description of the items purchased. All invoices must be turned in with worksheets at the end of the program for accounting purposes.
2. Daily Program Timesheet
 - a. If officials, scorekeepers, or other program personnel are funded through monies provided by the City, daily accounting of these expenditures must be maintained. The daily timesheet must list the date the individual worked, their name, address, social security number, contact information, number of games or hours worked, total amount paid for a particular day/night and their signature. The City will also accept completed copies of personnel's W-9 documentation.
3. Total Hours & Games Recap Sheet
 - a. This sheet is a recap of the daily timesheets. At the completion of the program, the timesheets for each individual should be totaled and entered on the recap sheet. The daily timesheets must accompany the recap sheets at the end of the program for accounting purposes.
 - b. If administrative personnel are paid through revenue collections or with program support funded by the City of Hattiesburg, a listing of total salaries paid should also be included.
4. Revenue Gathered
 - a. Program personnel shall complete the worksheet detailing revenue including, but not limited to:

- i. Registration Fee - Total Participants - Total Fees Collected
 - ii. Concessions Revenue - Documented Monthly
 - iii. Vendor Collections - Documented Monthly
5. If program personnel charge vendor fees for food trucks, wearing apparel, photography, entertainment, etc. 10% of the total fees collected shall be returned to the City of Hattiesburg Parks and Recreation Department with the completion of this report.
6. Tournament Collections
 - a. Tournament revenue should be documented by date. This report should include team or organization registration fees, umpire or referee fees, gate or parking collections, etc.

Signature of agreement:

Freddie Tripplett

Date

Kermas Eaton, City Clerk City of Hattiesburg

Date

Toby Barker, Mayor City of Hattiesburg

Date



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, September 3, 2024

Re: Approve Letter of Engagement with Topp McWhorter Harvey PLLC to audit the financial statements of the City of Hattiesburg for the fiscal year ending September 30, 2024; authorize the Council President to execute the same.
File Number: 2024-447
Minute Book #

Summary

Recommendation Statement

Please place this on the September 3, 2024 City Council meeting for consideration.

August 29, 2024

To the City Council
Attention: Mr. Jeffrey George, President
City of Hattiesburg, Mississippi
Post Office Box 1898
Hattiesburg, Mississippi 39403-1898

Dear Mr. George:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Hattiesburg, Mississippi, as of September 30, 2024, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City of Hattiesburg, Mississippi's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the period ended September 30, 2024. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and, in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (GAAP) require that supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally



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COLUMBIA
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Columbia, MS 39429

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GULFPORT
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FAX: 228.864.3850

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accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis (MD&A)
- Budgetary Comparison Schedules for the General Fund and any major Special Revenue Funds
- Schedule of the City's Proportionate Share of the Net Pension Liability- PERS and PFDR
- Schedule of City Contributions - PERS and PFDR
- Schedule of Changes in the City's Total OPEB Liability and Related Ratios
- Notes to the Required Supplementary Information

Supplementary information other than RSI will accompany the City of Hattiesburg, Mississippi's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Nonmajor and Fiduciary Combining Fund Statements
- Statement of Department Expenditures - Budgetary Basis - General Fund
- Schedule of Surety Bonds for Municipal Officials
- Full Cost Accounting - Solid Waste Management Services
- Report on Revenues and Expenditures Additional 1% Sales Tax for City Parks and Recreation Projects and Improvements to USM Athletic Facilities - Modified Accrual Basis
- Water and Sewer Budgetary Basis Statements
- Schedule of Expenditures of Federal Awards and related notes

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Letter of Transmittal
- List of Public Officials
- Statistical Information required for the Annual Comprehensive Financial Report presentation

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's

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responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. As part of an audit of financial statements in accordance with GAAS, *Government Auditing Standards*, and, if applicable, in accordance with any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Hattiesburg, Mississippi's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and, if applicable, in accordance with any state or regulatory audit requirements. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

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Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City of Hattiesburg, Mississippi's basic financial statements. Our report will be addressed to the Honorable Mayor and Members of the City Council of Hattiesburg, Mississippi. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on compliance with state laws and regulations upon completion of our audit.

Audit of Major Program Compliance

Our audit of the City of Hattiesburg, Mississippi's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS, *Government Auditing Standards*, and any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of

compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;

11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

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August 29, 2024
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If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform, as detailed below, we will not assume management responsibilities on behalf of the City of Hattiesburg, Mississippi. However, we will provide advice and recommendations to assist management of the City of Hattiesburg, Mississippi in performing its responsibilities.

- Assist in preparing the financial statements of the City of Hattiesburg, Mississippi in conformity with U.S. GAAP based on information provided by you.
- Assist in the conversion of cash to accrual basis and the recording of GASB conversion entries by making journal entries prepared by management or by making corrective journal entries with management's consent to facilitate financial statement preparation.

The City of Hattiesburg, Mississippi's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the nonattest services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Other

We expect to begin our audit on approximately October 1, 2024 and to issue our reports no later than May 30, 2025.

Paige M. Johnson, CPA is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising TMH's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for these services will be at our standard hourly rates plus out-of-pocket costs (such as work processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed Two Hundred Fifteen Thousand Dollars and No Cents (\$215,000.00), plus report reproduction costs for all reports. We understand that during fiscal year 2021, the City of Hattiesburg, Mississippi purchased a new accounting software system. Since implementation of various components of the system took place at different times during fiscal years 2021, 2022 and 2023, there will potentially be two sets of data for some audit areas. If significant additional time is necessary to accommodate the software change, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our standard hourly rate varies according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered periodically as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement

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will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

The audit documentation for this engagement is the property of TMH and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Mississippi Office of the State Auditor, federal agencies, regulators, and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of TMH's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;

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- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements' compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

TMH


Paige M. Johnson, CPA

RESPONSE:

This letter correctly sets forth our understanding.

City of Hattiesburg, Mississippi

Acknowledged and agreed on behalf of the City of Hattiesburg, Mississippi by:

Officer Signature

Date

Briscoe, Burke & Grigsby LLP
CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

June 15, 2022

To the Partners of TMH, PLLC
and the Peer Review Committee of the Partners in Peer Review

We have reviewed the system of quality control for the accounting and auditing practice of TMH, PLLC (the firm) in effect for the year ended December 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards). A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control and to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

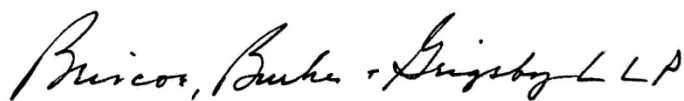
Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of TMH, PLLC in effect for the year ended December 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. TMH, PLLC has received a peer review rating of *pass*.


Certified Public Accountants



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, September 3, 2024

Re: Approve an Agreement between the City of Hattiesburg and the United States Department of Justice, Drug Enforcement Administration (DEA), to provide funding for administrative assistance to the Hattiesburg DEA Taskforce and authorize the Mayor to execute any and all necessary documents for the same.

File Number: 2024-438
Minute Book #

Summary

Recommendation Statement

Please place this on the September 3, 2024 City Council meeting for consideration.

**DRUG ENFORCEMENT ADMINISTRATION
PROGRAM - FUNDED STATE AND LOCAL TASK FORCE
AGREEMENT
SECRETARIAL SUPPORT POSITION Hattiesburg DEA Task Force**

This agreement is made this 1st day of October, 2024 , between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the City of Hattiesburg ORI# 180100 (hereinafter "City of Hattiesburg"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the City of Hattiesburg area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the City of Hattiesburg, the parties hereto agree to the following:

1. The DEA Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the City of Hattiesburg area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Mississippi.
2. To accomplish the objectives of the DEA Taskforce, agrees to assist in processing the salary from the allocation of DEA funds for (1) experienced secretary who will be assigned to the DEA Taskforce for a period of one year, subject to the availability of annually appropriated funds or any continuing resolution thereof. During this period of assignment, the secretary will be under the direct supervision and control of DEA supervisory personnel.
3. The secretary assigned to the Hattiesburg DEA Taskforce shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal.
4. To accomplish the objectives of the Hattiesburg DEA Task Force, DEA will assign (1)

Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and secretary assigned to the Hattiesburg DEA Taskforce. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

5. During the period of assignment to the Hattiesburg DEA Task Force, will remain responsible for establishing the salary in accordance with the salary requirement set forth below for the secretary assigned to the Hattiesburg DEA Taskforce, and for making all payments due him/her. DEA will, subject to availability of funds, reimburse the City of Hattiesburg for salary payments made by the secretary assigned to the Hattiesburg DEA Taskforce, a sum equivalent to the salary of \$37,765.00 annually for FY25.

Note: Salary “shall not include any costs for benefits, such as retirement, FICA and other expenses.”

6. In no event will the City of Hattiesburg charge any indirect cost rate to DEA for the administration or implementation of this agreement.
7. The City of Hattiesburg shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
8. The City of Hattiesburg shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The City of Hattiesburg shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.
9. The City of Hattiesburg shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
10. The City of Hattiesburg agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The City of Hattiesburg acknowledges that this agreement will not take effect and no Federal funds will be awarded to the City of Hattiesburg by DEA until the completed certification is received.

11. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2025. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by City of Hattiesburg during the term of this agreement.

For the Drug Enforcement Administration:

Name

Date

Title

For the _____

Agency ORI Number: 180100 _____

Name

Date

Title



**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check ☐ if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection with any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Hattiesburg Police department
#1 Government Plaza
Hattiesburg, MS

2. Application Number and/or Project Name

Hattiesburg HIDTA Task Force

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Toby Barker, Mayor

5. Signature

6. Date



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, September 3, 2024

Re: Approve Renewal Agreement with CivicPlus for agenda management software, for a term beginning October 1, 2024 through September 30, 2025 and authorize the Mayor to execute the same.
File Number: 2024-440
Minute Book #

Summary

Recommendation Statement

Please place this on the September 3, 2024 City Council meeting for consideration.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-76689-1

Date:

5/28/2024 2:14 PM

Customer:HATTIESBURG CITY,
MISSISSIPPI

QTY	Product Name	DESCRIPTION
1.00	CivicClerk- Premium Annual Fee Renewal	CivicClerk- Premium Annual Fee
Annual Recurring Services - Initial Term		USD 8,359.91
Annual Recurring Services - (Subject to Uplift)		USD 8,359.91

1. This renewal Statement of Work ("SOW") is between City of Hattiesburg ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").

2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 10/1/2024 and running for twelve months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Printed Name:

Printed Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

8/23/2024



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, September 3, 2024
Re: Declare repairs to the Hattiesburg Train Depot in the amount of \$359,330.00 as an emergency purchase due to damages caused by a train in accordance with MS Code 31-7-13 (f).
File Number: 2024-433
Minute Book #

Summary

Declaring repairs to the train depot as an emergency purchase due to damage caused by a train.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 3, 2024 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE	COUNCIL - WARD TWO	COUNCIL - WARD THREE	COUNCIL - WARD FOUR	COUNCIL - WARD FIVE
Jeffrey George	Deborah Demard Delgado	Carter Carroll	Dave Ware	Nicholas Brown

TO: Mayor and City Council

FROM: Kermas Eaton, City Clerk

DATE: 8/27/2024

Emergency Purchase

Attached are the Purchase Order, architecture report and quotes from contractors. Repairs to the Train Depot were deemed necessary as to prevent further damages and immediate restoration of the condition was necessary for the use of the building as defined in (31-7-1 (f) attached in files)

Delaying for competitive files would have been detrimental to the interest of the city.

Kermas Eaton
City Clerk

the cure, mitigation, treatment or prevention of disease, and (ii) medical devices, biological, drugs and radiation emitting devices as defined by the United States Food and Drug Administration.

(b) "Governing authority" means boards of supervisors, governing boards of all school districts, all boards of directors of public water supply districts, boards of directors of master public water supply districts, municipal public utility commissions, governing authorities of all municipalities, port authorities, Mississippi State Port Authority, commissioners and boards of trustees of any public hospitals, boards of trustees of public library systems, district attorneys, school attendance officers and any political subdivision of the state supported wholly or in part by public funds of the state or political subdivisions thereof, including commissions, boards and agencies created or operated under the authority of any county or municipality of this state. The term "governing authority" shall not include economic development authorities supported in part by private funds, or commissions appointed to hold title to and oversee the development and management of lands and buildings which are donated by private individuals to the public for the use and benefit of the community and which are supported in part by private funds. The term "governing authority" also shall not include the governing board of a charter school. The term "governing authority" also shall not include the Mississippi School of the Arts established in Section 37-140-1 et seq., for the sole purpose of the application of the term "agency" as it pertains to the Public Procurement Review Board's powers and responsibilities as defined in Section 27-104-7(2)(a), but without application to the use of the term within this chapter, effective July 1, 2020. The term "governing authority" also shall not include the Mississippi School for the Blind and the Mississippi School for the Deaf (MSBD) for the sole purpose of the application of the term "governing authority" as it pertains to the Public Procurement Review Board's powers and responsibilities as defined in Section 27-104-7(2)(a), but without application to the use of the term within this chapter, effective July 1, 2021.

(c) "Purchasing agent" means any administrator, superintendent, purchase clerk or other chief officer so designated having general or special authority to negotiate for and make private contract for or purchase for any governing authority or agency, including issue purchase orders, invitations for bid, requests for proposals, and receive and accept bids.

(d) "Public funds" means and includes any appropriated funds, special funds, fees or any other emoluments received by an agency or governing authority.

(e) "Commodities" means and includes the various commodities, goods, merchandise, furniture, equipment, automotive equipment of every kind, and other personal property purchased by the agencies of the state and governing authorities, but not commodities purchased for resale or raw materials converted into products for resale.

(i) "Equipment" shall be construed to include: automobiles, trucks, tractors, office appliances and all other equipment of every kind and description.

(ii) "Furniture" shall be construed to include: desks, chairs, tables, seats, filing cabinets, bookcases and all other items of a similar nature as well as dormitory furniture, appliances, carpets and all other items of personal property generally referred to as home, office or school furniture.

(f) "Emergency" means any circumstances caused by fire, flood, explosion, storm, earthquake, epidemic, riot, insurrection or caused by any inherent defect due to defective construction, or when the immediate preservation of order or of public health is necessary by reason of unforeseen emergency, or when the immediate restoration of a condition of usefulness of any public building, equipment, road or bridge appears advisable, or in the case of a public utility when there is a failure of any machine or other thing used and useful in the



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1020
315 Conti St
Hattiesburg, MS 39401

Purchase Order Number **02404739**
Purchase Order Date 08/26/2024
Department PARKS & REC ADMIN
Required By 08/26/2024

Vendor 3140
HUB CITY CONSTRUCTION INC
607 CORRINE ST #C-6
HATTIESBURG, MS 39401

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	HUBCITYCONSTRUCTION1@GMAIL.COM	3140	2404157	Betsy Mercier	

NOTES

EMRGNCY REPAIRS; INTERMODAL CANOPY

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	HATTIESBURG TRAIN DEPOT - INTERMODAL FACILITY AWNING/CANOPY EMERGENCY REPAIRS FROM NORFOLK SOUTHERN DAMAGE PROJECT TWO QUOTES RECEIVED JUNE 27, 2024 MAY 1, 2024 3AM; CANOPY OF THE TRAIN DEPOT WAS SEVERELY DAMAGED BY AN OPEN CARGO DOOR ON NS TRAIN. ALL DAMAGE IS CONTAINED TO THE NORTHWEST SIDE OF THE LOADING/CANOPY. NO STRUCTURAL DAMAGE FOUND. ATTACHED DOCUMENTS REFLECT SCOPE OF WORK AND NOI TO MDAH. VERB ARCH PROVIDED ASSESSMENT AND PROJECT DOCUMENTS; PHOTOS INCLUDED. GL #: 001093 - 699900	1.0000	EACH	\$359,330.0000	\$359,330.00

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	\$359,330.00
Purchase Order Total	\$359,330.00

May 7, 2024

City of Hattiesburg
ATTN: Betsy Mercier, Parks & Recreation Director
bmercier@hattiesburgms.com | 601 545 4623
200 Forrest Street | Hattiesburg, MS 39401



Re: Train Depot Damage Assessment & Proposed Scope of Repairs

To whom it may concern,

The City of Hattiesburg contacted Verb Architecture on May 1, 2024, regarding an incident that occurred in the early morning hours of the same day at the historic Hattiesburg Train Depot. Estimated around 3:00am CST, a train car associated with Norfolk Southern Railroad caused damage to the entire length of the awning of the covered passenger loading area. The City of Hattiesburg requested that Verb Architecture visit the site and assess the extent of the damage as well as develop a project scope and associated budget for anticipated repairs.

OBSERVATIONS

Upon visiting the site, Verb Architecture discovered the damage of the incident to be limited to the northwestern edge of the roof/awning and caused no damage to the existing Helix Bridges on either end of the loading area. Photo documentation and existing measurements were taken to determine the extent of the damage and quantities anticipated to determine the extent of repairs. Photographs are attached to the end of this report for reference.

The existing roof/awning overhang extends approximately 4'-6" from the center of the column line to the outside edge of the gutter. As seen in the photographs provided, the repairs are limited to the overhang portion of the roof/awning and damage was not caused to the structural steel components. Significant damage was documented along the eave to the copper gutter, steel downspouts, wooden rafter tails, and other wooden components of the roof assembly. Damage was also documented to the existing clay roofing tiles and roof deck. At the edges of the roof/awning, along the rake, similar damage was documented although extending further up the side. This caused damage to the clay verge tiles and wooden fascia boards not present at the eave.

PROJECT SCOPE

The City of Hattiesburg in addition to evaluating the damage asked Verb Architecture to determine a scope for the necessary repairs. Restoring the roof/awning to its previous condition will require extensive repairs to be made to the overhang extending past the existing column line. Repairs are to include several elements of varying degrees including but not limited to:

- Wooden rafter tails to bearing point at column line (every rafter, approximately 5'-0" in length)
- Square profile copper gutter (entire length, approximately 520'-0")

- Copper drip edge flashing (entire length, approximately 520'-0")
- Wooden fascia board (entire length, approximately 520'-0")
- 2X tongue & groove beaded deck boards (entire length, varying depth between 12"-24")
- (2) layers of roofing felt, overlapping joints (entire length, varying depth between 12"-24")
- Interlocking clay roofing tiles & starter strip (entire length, varying depth between 16"-32")
- 3" round steel downspout (16 total downspouts, approximately 6'-0" in length)
- Miscellaneous damaged materials
 - Verge tiles at roof rake (see photographs)
 - Wooden fascia boards at roof rake (see photographs)
 - Other minor framing and finishes of roofing assembly
- New painting for replaced/repaired wooden framing components
- New painting for replaced/repaired steel components
- Low-pressure washing (soft wash) of northwestern portion of clay tile roof/awning to ridge after completion of project
- Low-pressure washing (soft wash) of underside of roof deck, wood framing components, & existing steel members

All materials, profiles, colors, etc. must match the existing damaged components. Any substitutions or variances from this report must be approved by the Architect, Owner (City of Hattiesburg Project Representative), and/or MDAH.

Attached to this letter are photograph documentation taken on May 3, 2024, and a preliminary budget estimate prepared based on these findings.

Please do not hesitate to call if you have questions.

Best Regards,



Ethan Hartfield, *Director*

REPAIRS TO HATTIESBURG TRAIN DEPOT PRELIMINARY BUDGET ESTIMATE

Item	Quantity	(u)	x	\$/ (u)	=	Total
MOBILIZATION & DEMOLITION						
Scissor Lift Rental (2 total)	3	MO	x	\$8,000	=	\$ 24,000.00
RailPros Flagman (70 work days)	70	EA	x	\$1,200	=	\$ 84,000.00
Miscellaneous Demolition	520	LF	x	\$10	=	\$ 5,200.00
Budget Estimate Sub-Total					=	\$ 113,200.00
Contingency (10%)					=	\$ 11,320.00
Estimated Construction Cost					=	\$ 124,520.00
REPAIR & REPLACEMENT OF DAMAGED COMPONENTS						
Custom Cut Wooden Rafter Tails	1950	LF	x	\$20	=	\$ 39,000.00
Square Profile Copper Gutter	520	LF	x	\$70	=	\$ 36,400.00
Copper Drip Edge Flashing	520	LF	x	\$20	=	\$ 10,400.00
Wooden Fascia Board	520	LF	x	\$15	=	\$ 7,800.00
2X Tongue & Groove Beaded Deck Boards	1040	SF	x	\$15	=	\$ 15,600.00
(2) Layers of Roofing Felt	1040	SF	x	\$4	=	\$ 4,160.00
Interlocking Clay Roofing Tiles	1387	SF	x	\$25	=	\$ 34,675.00
3" Round Steel Downspout	96	LF	x	\$10	=	\$ 960.00
Budget Estimate Sub-Total					=	\$ 148,995.00
Contingency (10%)					=	\$ 14,885.00
Estimated Construction Cost					=	\$ 163,880.00
MISCELLANEOUS REPAIRS & IMPROVEMENTS						
Damage to Roof Rake & Other Repairs	1	LS	x	\$5,000	=	\$ 5,000.00
New Painting for Wooden Components	1	LS	x	\$36,000	=	\$ 36,000.00
New Painting for Steel Components	1	LS	x	\$10,000	=	\$ 10,000.00
Soft Wash Clay Roofing Tiles	1	LS	x	\$8,000	=	\$ 8,000.00
Soft Wash Wood Deck, Framing, Steel, Etc.	1	LS	x	\$8,000	=	\$ 8,000.00
Budget Estimate Sub-Total					=	\$ 67,000.00
Contingency (10%)					=	\$ 6,700.00
Estimated Construction Cost					=	\$ 73,700.00
Total Estimated Construction Cost					=	\$ 362,100.00
ARCHITECTURAL DESIGN FEE						
Total Estimated Construction Cost					=	\$ 284,000.00
Architectural Percentage Fee					=	8.07%
Total Design Fee (Lump Sum)					=	\$ 23,000.00
Schematic Design (15%)					=	\$ 3,450.00
Design Development (20%)					=	\$ 4,600.00
Construction Documents (40%)					=	\$ 9,200.00
Bidding & Negotiation (5%)					=	\$ 1,150.00
Construction Administration (20%)					=	\$ 4,600.00

*This budget estimate does not include unforeseen site conditions and/or escalation prior to bid.

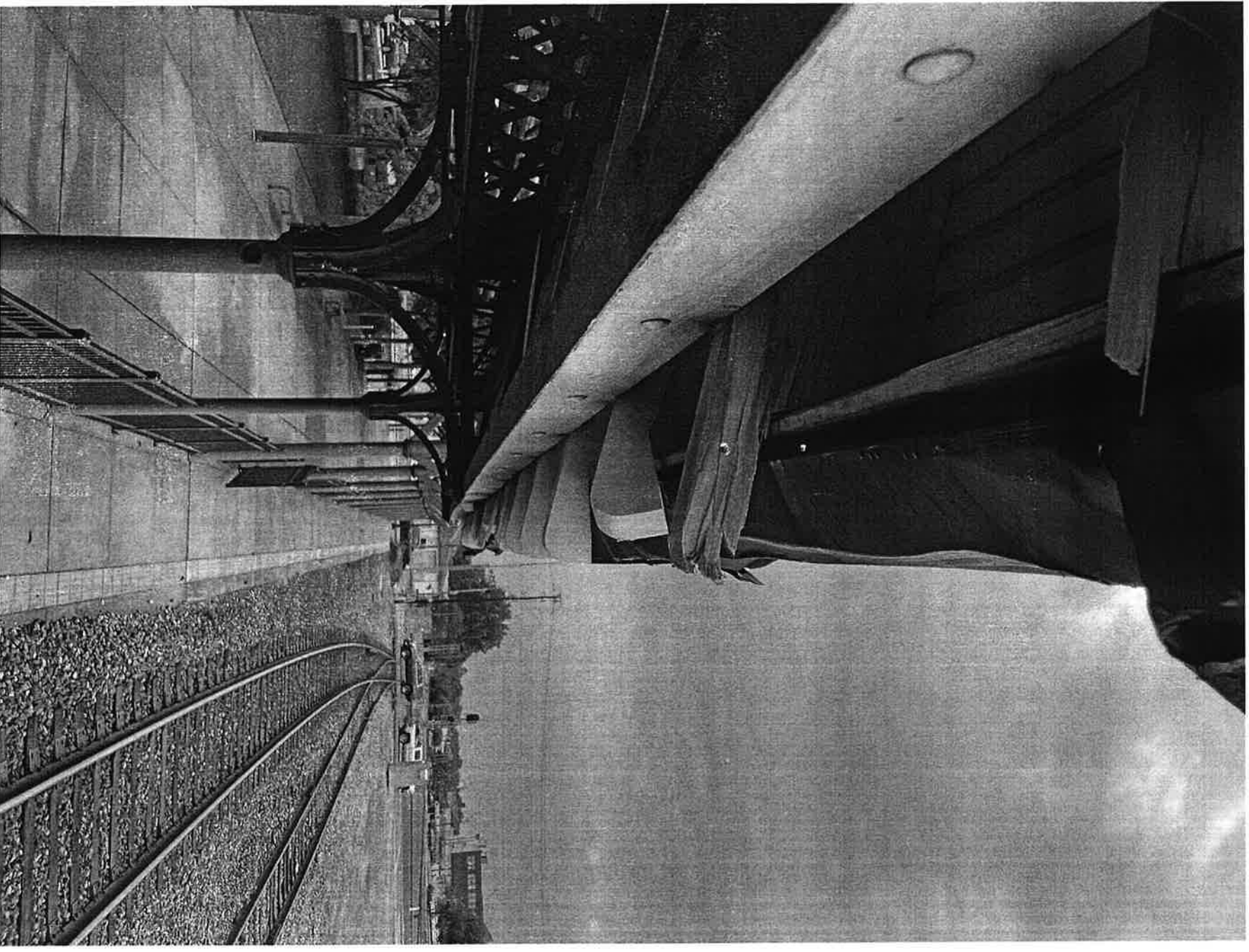


Rion Snowden Principal

127 Buschman St. Ste. 30 Hattiesburg, MS 39401

855 422 8372

verbaarchitecture.com

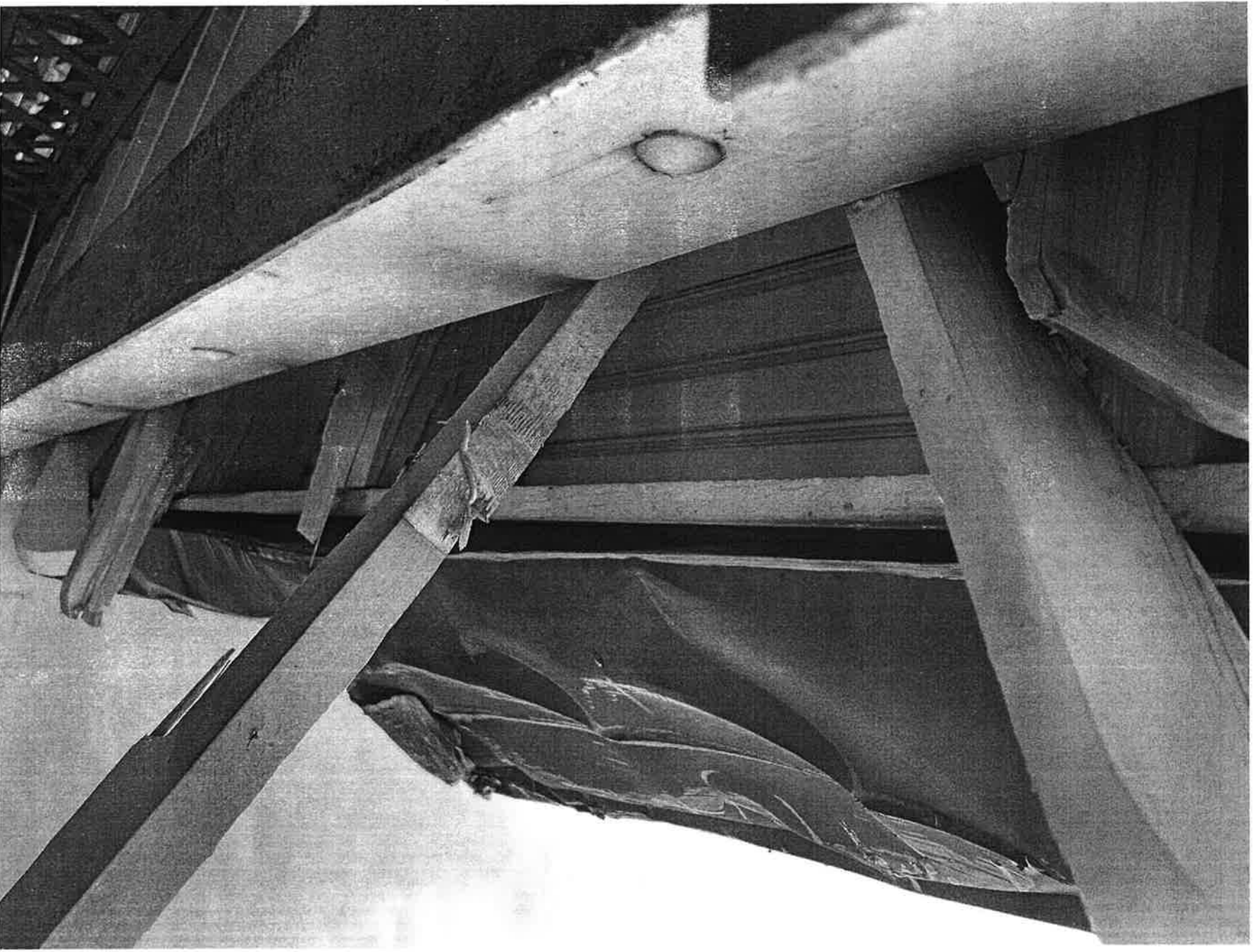


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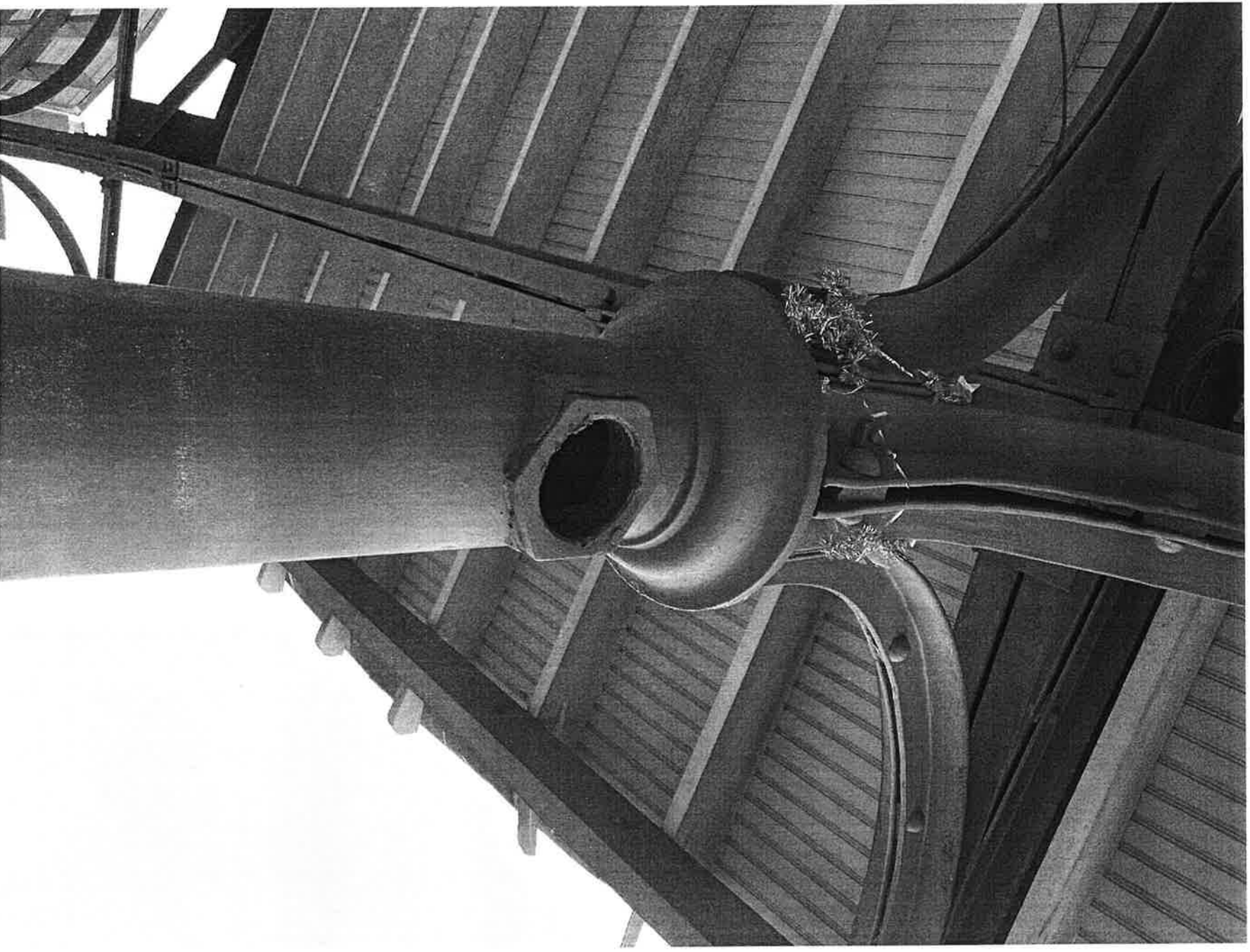


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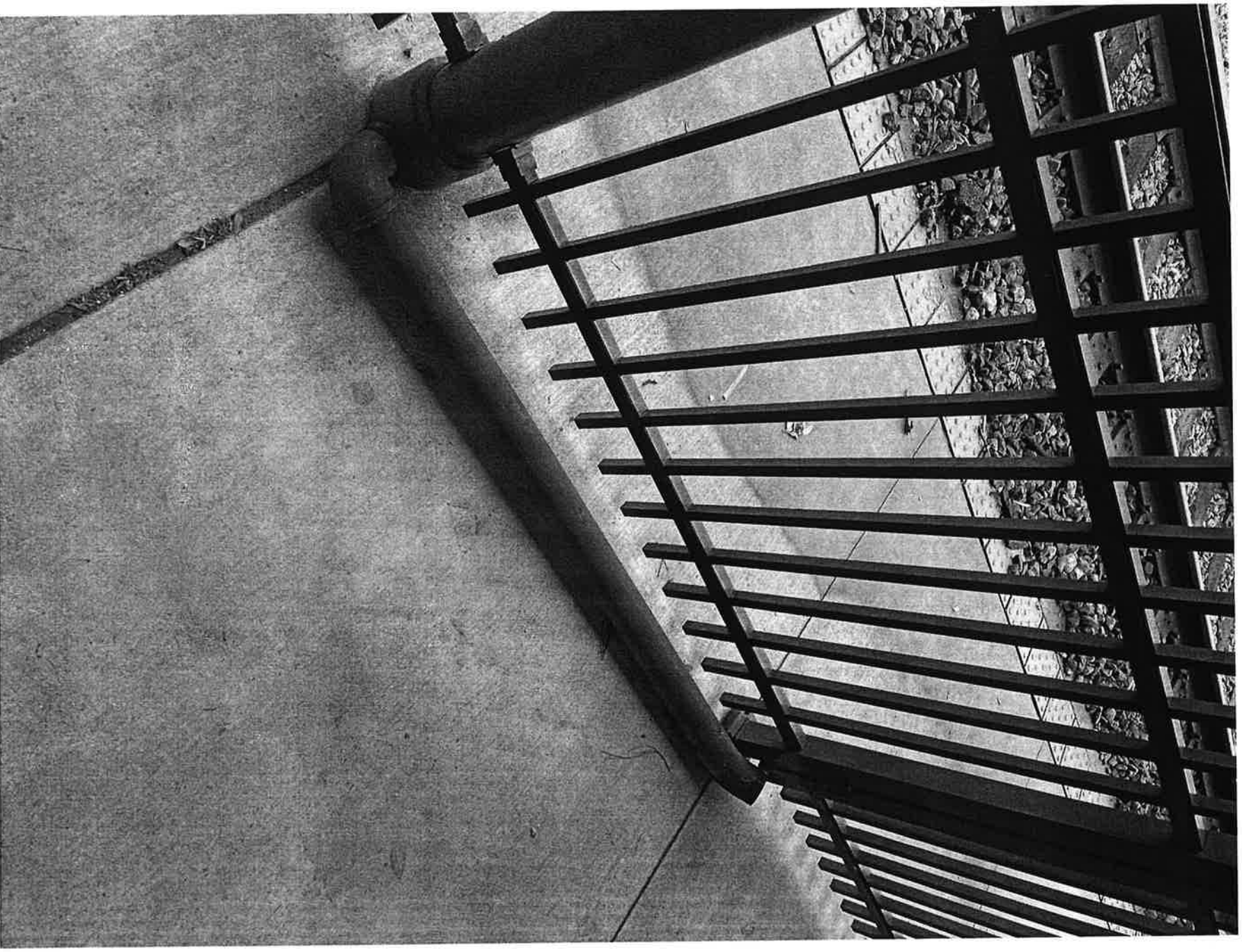


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veibarchitecture.com



Rion Snowden Principal

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855 422 8372

verbarchitecture.com

END OF REPORT

Rion Snowden Principal

855 422 8372

127 Buschman St. Ste. 30 Hattiesburg, MS 39401

verbarchitecture.com

NOTICE OF INTENT FORM OF PUBLIC CONSTRUCTION, PUBLIC IMPROVEMENT, OR TRANSFER OF PUBLIC PROPERTY TO PRIVATE OWNERSHIP

Buildings and Structures

Forwarding of this completed form to the Historic Preservation Division of MDAH constitutes a request for an assessment of impacts to designated or potential Mississippi Landmarks in accordance with the Antiquities Law of Mississippi (Miss. Code. Ann. § 39-7-1 et seq.).

Property Owner City of Hattiesburg County of project Forrest
Address 200 Forrest Street City Hattiesburg Zip 39401
Contact Person Ethan Hartfield Phone(s) (855) 422-8372 / (601) 270-8863
Title/Position Director at Verb Architecture
Email Address ethan@verbarchitecture.com
Contact Person's Address (if different from owner)
Street/P.O. Box 127 Buschman Street, Suite 30 City Hattiesburg Zip 39401

Signature of applicant/contact person requesting this assessment *Ethan Hartfield*
Date 05/29/2024

Name and address of structure: Hattiesburg Train Depot - 308 Newman Street, Hattiesburg, MS 39401

ORIGINAL LOCATION ☒ MOVED ☐

Is the affected structure a designated Mississippi Landmark?

YES ☒ NO ☐

Who owns the building? PUBLIC ☒ PRIVATE ☐

What year was the building built, if known? 1910

Describe the present use and condition of the property:

The restored Hattiesburg Depot functions as an intermodal transportation center for rail, bus and taxi service. It also serves as space for meetings, exhibitions and special events.

Attach a **street map**, indicating the precise location of the subject property. If project also involves a tract of land, indicate the number of acres.

Approximate number of acres: 3.2

Briefly describe the project scope of work:

Damage was caused to the passenger loading area, specifically the overhead canopy/awning. A train car door damaged the entire length of the area. Damage was only present a few feet from the outer edge but included the rafters, gutters/downspouts, decking, and roofing components. Further information can be found in the details and existing photos provided in the drawings.

Has this project been previously submitted for review?

YES ☐ NO ☒

If **YES**, enclose a copy of this office's prior comments.

Has any work related to this project been completed or is in progress prior to submittal of the *Notice of Intent*?

YES ☐ NO ☒

Other Attachments:

- Photographs of the building and specific areas of work
- Plans, specifications and/or a detailed scope of work for the project
- Legal description of the property if it is not a designated Mississippi Landmark

MAIL COMPLETED FORM AND ATTACHMENTS TO:

Mississippi Landmark Administrator
Historic Preservation Division
Mississippi Department of Archives and History
P. O. Box 571
Jackson, Mississippi 39205-0571

FOR FURTHER INFORMATION:

Phone: (601) 576-6940
Fax: (601) 576-6955



TRAIN DEPOT
4.4 ★★★★★ (16)
Train depot - 4

- Overview
- Reviews
- About

308 Newman St, Hattiesburg, MS 39401
Located by Hattiesburg Station
vishburg.org
(601) 545-4944
WPG/XH Hattiesburg, Mississippi
Send to your phone
Claim this business
Your Maps activity
Add a label

[Suggest an edit](#)

June 13, 2024

The Honorable Mayor Barker
Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

**RE: Hattiesburg Depot – Repairs
MDAH Project # 05-185-24
Inventory # 035-HAT-0088-NRD-ML
Hattiesburg, Forrest County**

Dear Mayor Barker:

The Mississippi Landmark Permit that was issued by the Board of Trustees of the Department of Archives and History on June 13, 2024 is enclosed. Please sign the original and the copy, retain the copy and return the original to:

MDAH – Historic Preservation Division
ATTN: Clay Mapp
P.O. Box 571
Jackson, MS 39205

A copy of the signed Mississippi Landmark permit must be posted at the job site for the duration of the project.

Thank you for submitting this project to us. We will make every effort to expedite the review of any other projects which may fall within the purview of Mississippi's Antiquities Law. If we can be of assistance, please contact this office at the above address or phone number.

Sincerely,



Clay Mapp
Mississippi Landmarks Coordinator

Enclosure



MISSISSIPPI LANDMARK PERMIT

Mississippi Department of Archives and History

A COPY OF THIS PERMIT SHALL BE POSTED ON SITE

MDAH Project #:	05-185-24	Property Name:	Hattiesburg Depot
Date Received:	5/30/2024	Project Description:	Repairs
Inventory #:	035-HAT-0088-NRD-ML	Permittee:	City of Hattiesburg
Date Issued:	6/13/2024	Location:	Hattiesburg, Forrest County

The Mississippi Department of Archives and History has determined that the project referenced above is acceptable and in accordance with the Antiquities Law of Mississippi (Miss. Code Ann. § 39-7-3 et seq.) and the Secretary of the Interior's *Standards for the Treatment of Historic Properties*.

All work shall be executed in accordance with these conditions and the project plans submitted for review. This Permit is valid for one (1) year from the date issued. In the event of changes in or additions to the project, permittee shall submit supplementary plans to MDAH for review and approval.


Kate Blount, Secretary
Board of Trustees
Department of Archives and History


Toby Barker, Mayor
City of Hattiesburg

Please contact Clay Mapp at 601-576-6935 or mslandmark@mdah.ms.gov with any questions.

MISSISSIPPI LANDMARK PERMIT
Mississippi Department of Archives and History

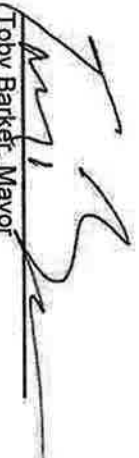
A COPY OF THIS PERMIT SHALL BE POSTED ON SITE

MDAH Project #:	05-185-24	Property Name:	Hattiesburg Depot
Date Received:	5/30/2024	Project Description:	Repairs
Inventory #:	035-HAT-0088-NRD-ML	Permittee:	City of Hattiesburg
Date Issued:	6/13/2024	Location:	Hattiesburg, Forrest County

The Mississippi Department of Archives and History has determined that the project referenced above is acceptable and in accordance with the Antiquities Law of Mississippi (Miss. Code Ann. § 39-7-3 et seq.) and the Secretary of the Interior's *Standards for the Treatment of Historic Properties*.

All work shall be executed in accordance with these conditions and the project plans submitted for review. This Permit is valid for one (1) year from the date issued. In the event of changes in or additions to the project, permittee shall submit supplementary plans to MDAH for review and approval.


Kate Blount, Secretary
Board of Trustees
Department of Archives and History


Toby Barker, Mayor
City of Hattiesburg

Please contact Clay Mapp at 601-576-6935 or mslandmark@mdah.ms.gov with any questions.

COPY

May 3, 2024

City of Hattiesburg
ATTN: Betsy Mercier, Park & Recreation Director
bmercier@hattiesburgms.com | 601 545 4623
200 Forrest Street | Hattiesburg, MS 39401



Re: Repairs to Hattiesburg Train Depot

Dear Ms. Mercier,

We appreciate this opportunity to provide you with our proposal for architectural services, and we look forward to the possibility of working with you on this exciting project. Our services and proposed fees are listed below:

PRE-DESIGN PHASE (Project Foundation)

- A. Meet with you and your team for an in-depth analysis and documentation of the project goals and objectives. Based on these goals and objectives we will develop a program and determine a complete scope of work for the design of the project. (A large portion of this stage has been completed with our preliminary meetings)
- B. Development of the project schedule and budget based on the program and project scope.
- C. Zoning and Code Research (preliminary analysis of existing zoning and current building code and ordinances relevant to the building and proposed use).
- D. Analysis and documentation of proposed site and development of conceptual drawings to assist with project vision as well as project budget.
- E. Precedent studies may be conducted including site visits to any similar successful facilities.

Note: The pre-design phase will be completed on an hourly fee basis.

Compensation: All pre-design work shall be based on the following hourly rates:

Principal	\$175
Architect	\$150
Project Manager	\$135
Senior Draftsman	\$100
Draftsman	\$75
Administration	\$50

Pre-Design fees are included in the basic architectural services fee for this project.

If other consultant services are required such as civil, structural, mechanical and electrical – their services will be billed at 1.2x their respective rates.

Rion Snowden Principal

855 422 8372

127 Buschman St. Ste. 30 Hattiesburg, MS 39401

verbarchitecture.com

BASIC ARCHITECTURAL SERVICES

At the conclusion of the Pre-Design Phase a scope of work and budget will be established. At this point, work will commence into full design (Basic Architectural Services) based on those established parameters.

Basic Architectural Services will include the following:

Schematic Design Phase
Design Development Phase
Construction Documents Phase
Bidding & Negotiation Phase
Construction Administration Phases

Engineering Consultants included in Basic Architectural Services Fee:

Structural Engineer

Compensation: Basic Architectural Services Fees will be a Percentage Fee based on the estimated Cost of Construction utilizing the State of Mississippi Bureau of Buildings fee calculation formula. Design fees will be based on the preliminary construction cost estimate of \$284,000.00. The percentage fee calculates to 8.07% of construction cost. 75% of the fee will be divided up and due at various stages of completion over the duration of the design phase. The Procurement and Construction Administration Phases will make up the remaining 25% of the fee.

Basic Architectural Services Phase Fee Breakdown

Schematic Design Phase	15%	\$3,450.00
Design Development Phase	20%	\$4,600.00
Construction Documents Phase	40%	\$9,200.00
Procurement (Bid) Phase	5%	\$1,150.00
Construction Administration Phases	20%	\$4,600.00

Probable Construction Cost Estimate of \$362,100.00

(includes RailPro's Flagman Services that was not included for calculation of fees but is included in total estimated project cost)

RETAINER AMOUNTS:

An initial payment retainer of \$0.00 shall be paid to the architect prior to commencement of Architectural Service (including Pre-Design). Retainer will be credited to client's final payment.

SERVICES AND ADDITIONAL COST NOT INCLUDED:

Topographic or Boundary Surveys
Environmental Surveys
Geotechnical Surveys and Reports
Kitchen Equipment Design
Printing and Shipping Cost
Permits and Fees
Grant Writing Services
Civil Engineering
Landscape Architecture Services
Interior Design Services
Detailed Cost Estimating
High-Resolution Animations

In conclusion, please review at your convenience and let me know if you have any questions. If you wish to proceed, we will prepare the necessary contracts for your review and execution.

We again thank you for the opportunity and look forward to hearing from you soon.

Best Regards,

Rion Snowden, AIA



ACCEPTANCE OF PROPOSAL:

The Scope of Services and Compensation for Architectural Services are hereby accepted as the Agreement between Client and Architect. The Architect is authorized to proceed as specified. Payments will be made as indicated above.

Accepted by: _____ Date: _____
Betsy Mercier
Parks & Recreation Director

Accepted by: _____ Date: _____
Rion Snowden, Principal
VERB Architecture

BID FORM

DATE: 6-20-2024

PROPOSAL OF: B.W. Sullivan Building Contractor, Inc.

(hereinafter called "Bidder"); a Mississippi
(State)

Corporation / ~~Partnership~~ / ~~Individual~~ doing business as Bill Sullivan Building Contractor, Inc.
(Strike out inapplicable terms)

TO: City of Harrisburg
(hereinafter called "Owner")

To whom it may concern:

The Bidder, in compliance with your Invitation for Bids for the construction of the Repairs to Hattiesburg Train Depot having examined the Drawings and Project Manual and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed Project, and the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the Project in accordance with the Contract Documents for the price(s) stated below: -

BASE BID: Three Hundred Seventy Five Thousand and no cents

DOLLARS (\$) 375,000.00)

BID FORM

DATE: June 20, 2024

PROPOSAL OF: Hubb City Construction, Inc.

(hereinafter called "Bidder"), a MS (State)

[Corporation / Partnership / Individual] doing business as _____
(Strike out inapplicable terms)

TO: Hattiesburg Train Depot
(hereinafter called "Owner")

To whom it may concern:

The Bidder, in compliance with your Invitation for Bids for the construction of the Repairs to Hattiesburg Train Depot having examined the Drawings and Project Manual and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed Project, and the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the Project in accordance with the Contract Documents for the price(s) stated below:

BASE BID: \$359,330.-
_____ DOLLARS (\$ _____)



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Sylvester London, Division Manager
cc:
Date: Tuesday, September 3, 2024
Re: Acknowledge receipt of the two-quote docket.
File Number: 2024-266
Minute Book #

Summary

Acknowledge receipt of the unadvertised bid docket for the period of July 30, 2024 through August 23, 2024, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-71-13 (B) of the Mississippi Code.

Recommendation Statement

Attached is the unadvertised bid docket for the period of July 30, 2024 through August 23, 2024, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review, approval, and acknowledgment on the minutes of the City Council. Should there be any questions, please feel free to contact my office.

Please place this on the September 3, 2024 City Council meeting for consideration.

SUCCESSFUL BID/ OTHER BID	PURCHASE ORDER	BID AMOUNT	ITEM DESCRIPTION
ADVANCE AUTO PARTS	2404295	\$ 25,859.94	REMAN ENGINES
JASPER ENGINES & TRANSMISSIONS		\$ 34,803.00	
TEMPLE INC	2404338	\$ 13,698.00	SOUTHERN AVE CROSSWALK FLASHERES
POWELL CONSTRUCTION SERVICES INC		\$ 16,003.00	
HUB CITY CONSTRUCTION	2404526	\$ 12,720.00	DRYWALL AND PAINT REPAIR TO BUILDING
HANCO-WALKER JAMESON		\$ 16,930.00	

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2404295

ITEM REMAN ENGINES

BID #1

WINNING BID

COMPANY ADVANCE AUTO PARTS

BID

AMOUNT \$25,859.94

BID #2

COMPANY JASPER ENGINES& TRANSMISSIONS

BID

AMOUNT \$34,803.00

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

Purchase Order

Fiscal Year 2024 Page 1 of 1

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 Number 02404295
Purchase Order Date 07/29/2024
Department HATTIESBURG POLICE DEPARTMENT

FID 64-6000432

Vendor 2060
ADVANCE AUTO PARTS
300 BROADWAY DR
HATTIESBURG, MS 39401-5066

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
601-582-4541	JOE.COTTEN@ADVANCE-AUTO.CO M	2060	2293	Tammy Leggett	

NOTES

REMAN ENGINES/TWO QUOTE PENDING

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	REMAN ENGINES FOR UNITS 18316 18317 18319 18328 18332 19341 GL #: 001100 - 638400	6.0000	EACH	\$4,309.9900	\$25,859.94

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$25,859.94
Purchase Order Total \$25,859.94

City Clerk



Service is our best part.

Store 5604 300 Broadway Drive Hattiesburg, MS 39401 Phone: (601) 544-7128

City Of Hattiesburg
1410 West Pine Street

Hattiesburg, MS 39401
Phone: (601) 545-4510

Account ID: 5604032326

Date: 7/29/24

Register: 7

Invoice/Trans: 5604421172471

Time: 7:24:18AM

Delivery: Yes

Salesperson: Joe

Product Line	Part #	Description	SKU	Warranty	Qty	List	Cost	Extended
Spartan Engines	DDM2	FDO Item - ENGINE REMAN	10974163	WARRANTY INFO AVAILABLE ON REQUEST	6	4,794.00	4,309.99	25,859.94
		LTL FREIGHT			1			
Spartan Engines	DDM2	Core_ENGINE REMAN 1 EA C	10974125		6		660.00	3,960.00
Spartan Engines	DDM2	Core_ENGINE REMAN 1 EA C	10974125		-6		660.00	-3,960.00

MERCHANDISE SUBTOTAL
TOTAL INVOICE

25,859.94
25,859.94



THANK YOU FOR YOUR BUSINESS

PAGE 1

Customer Quote
Not a valid receipt
Prices and tax are subject to change





Jasper Engines and Transmissions
815 Wernsing Road
Jasper, IN 47546
800-827-7455

July 26, 2024

Inquiry Number: 5580531

HATTIESBURG POLICE DEPARTMENT
1410 W PINE ST
HATTIESBURG, MS 394016340

Dear LT ROCKHOLD:

Thank you for considering Jasper Engines and Transmissions for your remanufactured needs. Per your request, the following information applies: *

Six Gas Engines Avail. 7-10 Days Total w/ Kits and Warranties \$34803.00

Model: Dodge 2012 Charger 5.7

Cost: \$30,192.00 Core: \$4,800.00 Skid: \$1,500.00

This complete gas engine will be completely remanufactured using a new set of internal parts pistons, rings, bearings and timing components, valves, valve springs, retainers and lifters (lifters may be new or reman'd). All other castings and components will be remanufactured back to O.E.M. specifications. The engine will be reassembled and live run tested with checks on oil pressure, compression and vacuum. This engine includes the block, head(s), oil pump and pan, timing cover and finishing gaskets. Jasper will need your core returned like-for-like and in accordance with the specific core policy for this unit within 30 days after delivery.

Note: On this application Jasper highly recommends changing the cooler in order to avoid a contamination failure which is not a warrantable cause of failure.

For additional information on JASPER products, please visit:
<https://www.jasperengines.com/feature-gas-engines>.

The limited** warranty on this engine is 36 months or 100,000 miles parts and labor.

Core Policy: Like-for-like cores returned without visible holes, cracks or welds in the block, not missing any parts, assembled, drained and bolted to the undamaged supplied skid will receive full credit, otherwise, additional charges will apply. Full core policy available upon request.

If you have any questions, feel free to call me at 1-800-827-7455, ext.12877.

Sincerely,

Todd

* This quote is valid for 30 days

** Full warranty/Premium Service Plan disclosure is available upon request

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2404338

ITEM SOUTHERN AVE CROSSWALK FLASHERES

BID #1

WINNING BID

COMPANY TEMPLE INC

BID

AMOUNT \$13,698.00

BID #2

COMPANY POWELL CONSTRUCTION SERVICES INC

BID

AMOUNT \$16,003.00

BID #3

COMPANY _____

BID

AMOUNT _____

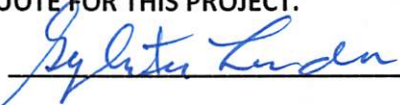
BID #4

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

Purchase Order

Fiscal Year 2024

Page 1 of 1

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 Number **02404338**

Purchase Order Date 07/31/2024

Department ENGINEERING

FID 64-6000432

Vendor 4412
TEMPLE INC
P O BOX 2066
DECATUR, AL 35602-2066

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	DELILAH.MITCHELL@TEMPLE-INC.COM	4412	2403803	Sharon Waits	

NOTES

SOUTHERN AVE CROSSWALK FLASHERS-TWO QUOTE
PLEASE SEND INVOICE TO:
shensarling@hattiesburgms.com

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	PROVIDE AND INSTALL CROSSWALK FLASHER ASSEMBLY AT SACRED HEART ELEMENTARY SCHOOL ON SOUTHERN AVENUE AS PER THE ATTACHED QUOTE. GL #: 001402 - 790100	1.0000	EACH	\$13,698.0000	\$13,698.00

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 \$13,698.00

Purchase Order Total \$13,698.00

City Clerk

Temple, Inc.

P.O. Box 2066 / 50 Davis Street
Decatur, AL 35602
Phone: 800/633-3221
Fax: 256/353-4578

TO: City of Hattiesburg
Attn: Mary Beth Bergin
e-mail:

1954 - 2019
Serving the South's
Traffic Needs
for over 65 Years

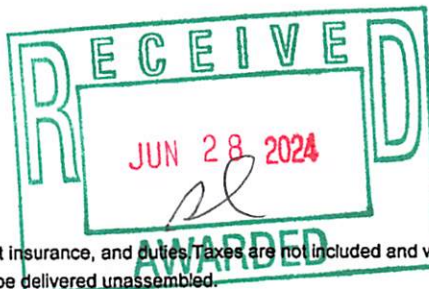
DATE:
25-Jun-24
TERMS:
NET 30 DAYS
DELIVERY:
4 to 6 Weeks ARO
SALESPERSON:
Jeff Smith, P.E.

Page 1 Of 1

QUOTE #: Sacred Heart Elementary Crosswalk Flasher - Southern Ave.

CONDITIONS: The prices and terms on this quotation are subject to verbal changes or other agreements unless approved in writing by Temple, Inc.. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on cost and conditions existing on the date of the quotation and are subject to changes by Temple, Inc. before final acceptance.

Quantity	Description	Price	Extended
Sacred Heart Elementary School Crosswalk <u>Southern Ave. Crosswalk Flasher Assembly</u>			
1	<u>R820-G Solar Crosswalk Assembly</u> includes: Carmanah R820G Solar Dual Beacon Crosswalk 50-Watt Solar Panel, 55 Ahr Battery, w/ Calendar Programming Kit Polara Bulldog Pushbutton w/ 9x12 Sign	\$6,401.00	\$6,401.00
1	<u>R829-G AC Crosswalk Assembly</u> Carmanah R820G Ac Dual Beacon Crosswalk Polara Bulldog Pushbutton w/ 9x12 Sign	\$5,233.00	\$5,233.00
2	<u>Pedestal Pole Assembly</u> 12' Aluminum Pedestal Pole w/ octagonal base & anchor bolts	\$1,032.00	\$2,064.00
		Total =	\$13,698.00



Notes: Prices include shipping, freight insurance, and duties. Taxes are not included and will be added if applicable.
All equipment listed above to be delivered unassembled.

Quote Valid for 45 Days

Jeff Smith, P.E.



Powell Construction Services, Inc.

***** Helping the State of Mississippi Direct and Light up our future *****

Owner: City of Hattiesburg **15461 Northrup Ceuevas Rd**
Atten: Cecil Ellenburg **Gulfport, Ms. 39503**
Phone: 601-545-4626 **Fax: 888-611-8858**
Fax: N/A **Cell: 228-324-3064**
Job Name: Sacred Heart Elementary Crosswalk **E-Mail: HeathPowell@PCSTraffic.com**
Flasher - Southern Ave.
MDOT Project No: Job Quote
Project No: N/A
Location: City of Hattiesburg
Date of Proposal: 6/28/2024
Proposal Time: N/A **Sent Quote out:** 6/28/2024
Estimator: Heath Powell **Time E-mailed:** 1226 hrs

Ref. No.	Pay Item No.	Traffic Signal Description	Approx. Quantity	Unit	Unit Price	Total Cost
1	N/A	R820-G Solar Crosswalk Assembly	1	ea	7,168.00	7,168.00
2	N/A	R829-G AC Crosswalk Assembly	1	ea	5,985.00	5,985.00
3	N/A	Pedestal Pole Assembly	2	ea	1,425.00	2,850.00
Total Job Quote:						16,003.00

Special Notes:

1). Price above is for materials only and does not include any installation. Price includes shipping but no tax.

If you have any questions please feel free to call me at 228-324-3064.

Sincerely,

Heath Powell
Estimator

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2404526

ITEM DRYWALL AND PAINT REPAIR TO BUILDING

BID #1

WINNING BID

COMPANY HUB CITY CONSTRUCTION

BID

AMOUNT \$12,720.00

BID #2

COMPANY HANCO-WALKER JAMESON

BID

AMOUNT \$16,930.00

BID #3

COMPANY _____

BID

AMOUNT _____

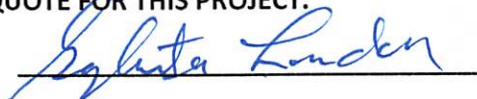
BID #4

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

Purchase Order

Fiscal Year 2024

Page 1 of 1

Purchase Order Number **02404526**
Purchase Order Date **08/09/2024**
Department **HATTIESBURG POLICE DEPARTMENT**

FID 64-6000432

Vendor 48400
HUB CITY CONSTRUCTION
607 CORINNE ST
HATTIESBURG, MS 39401

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	HUBCITYCONSTRUCTION1@GMAIL.COM	48400	2338	Sharron Harris	

NOTES

DRYWALL AND PAINT REPAIR TO BUILDING/TWO QUOTE/PEN

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	REPAIR AND PAINT HOLE IN WALL 3RD FLOOR PAINT HALLWAY 3RD FLOOR PAINT ENTIRE REPORT WRITING ROOM/WALL AND REPAIR CHIPS PAINT BACK DOCK FLOOR REPLACE DAMAGED CEILING TILE B325,B323, AND COMMUNITY ROOM GL #: 001100 - 635000	1.0000	EACH	\$12,720.0000	\$12,720.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$12,720.00

Purchase Order Total \$12,720.00

City Clerk



Bid

August 9, 2024

To Whom It May Concern:

Re: Safety Complex
For: Major Shannon Harris
Attn: Sylvester London

BID:

- Repair hole in wall 3rd floor near stairs and repaint.
- Paint hallway wall 3rd floor near tables (patch painting)
- Paint entire report writing room/wall and repair chips to corners, add protective corners on drywall
- Paint back dock floor on 1st floor (concrete floor), clear coat with grip additive
- Replace damaged ceiling tile in B325, B323, and Community room. \$540.00 allowance (Labor Only)

TOTAL: \$12,720.00

- All work must be completed before August 29, for dedication ceremony
- Delivery Date: August 14, 2024
- Price Exp. Date: August 14, 2024

Sincerely,

Scott Pipkins



607 Corinne Street - Suite C6
Office: 601-336-7141
www.hubcityconstruct.com



P.O. BOX 17678
HATTIESBURG, MS
39404

P 601.583.6500
F 601.583.6503

July 31, 2024

Hattiesburg Police Department
701 James St.
Hattiesburg, MS 39401

Attention: Chief Hardie Sims

RE: Painting at Hattiesburg Public Safety Complex

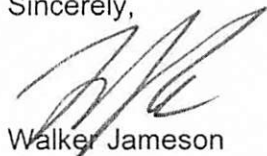
Dear Chief Sims:

We appreciate the opportunity to provide our services to Hattiesburg Police Department. Hanco Corporation will provide all labor, materials, and equipment to perform the below scope of work for a lump sum of **\$16,930.00**.

Scope of work

- Touch up and repaint walls only Muster Room
- Touch up and Repaint walls only 1st floor Hall on C building and report writing area.
- Patch sheetrock and repaint 3rd floor stairwell in A building.
- Touch up and Repaint 3rd floor Hall on south side only near tables.
- Change damaged ceiling tile in B325, B323, and Community room.

Sincerely,



Walker Jameson
Hanco Corporation



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, September 3, 2024

Re: Acknowledge receipt of and approve the amended 2024 budget of the Hattiesburg Convention Commission.

File Number: 2024-439
Minute Book #

Summary

Recommendation Statement

Please place this on the September 3, 2024 City Council meeting for consideration.

HATTIESBURG

CONVENTION COMMISSION

ONE CONVENTION CENTER PLAZA · HATTIESBURG, MS 39401 · 601.268.3220 · HATTIESBURG.ORG



August 27, 2024

Mayor Barker & Members of the City Council
City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403-1898

Dear Mayor and Council Members:

Greetings from the Hattiesburg Convention Commission. Following, you will find the proposed Hattiesburg Convention Commission's Fiscal Year 2024 Amended Budget. In accordance with our legislation, governmental accounting practices and guidance from our auditors, the Commission seeks your approval of this amended budget which addresses a few changes from the budget approved prior to the start of this fiscal year. Here are the high points.

Income

With the opening and operations of the Serengeti Springs Waterpark along with continued growth in our conventions sector, we are adjusting upwards our projected revenue by \$1.2 million. All other changes are minor 'housekeeping' steps to comply with government audit standards and to reflect improved interest income.

Expense

We are adjusting Debt Service upward by roughly \$100,000 for this fiscal year. This is due to adjustments in the payment scheduling for these debt instruments. Future debt service should be stable at this point. We are moving Facility Operations expenditures up \$1.2 million due to demand for food and beverage products, and merchandise for the waterpark. Repairs and Fixed Assets projections are decreased by \$450,000, while Insurance and Professional Services projections will go up by \$500,000 due to annual insurance payment scheduling. *(Historically, we have paid a large portion of the premium with subsequently smaller payments during the first half of the fiscal year, but with our new carrier, the premium is paid in full when billed.)* In addition, we have allocated funds for concert talent costs for possible concerts in the next fiscal year.

Special Projects

In the Special projects area, this amended budget proposal reflects the projected ending expenditures on the wide range of projects the Commission has underway. As last year, certain projects are extending into subsequent fiscal years for completion, such our projects on Sixth Street, at Lake Terrace, the Saenger Annex and a few Zoo exhibits. These figures show that variance and will carry forward into our next fiscal year.

We would seek your approval of these amendments to the current year's budget.

Sincerely,


FOR THE COMMISSION

Richard Taylor
Executive Director

attachment



Hattiesburg Convention Commission Fiscal Year 2024 Budget Analysis & Amended Budget		PROPOSED AMENDED BUDGET	
Classification	Category	FYE 2024 Totals	FYE 2024A Totals
Income	Special Sales Tax (2% Food & Beverage Tax Revenue)	\$ 6,943,657	\$ 7,018,657
	Attractions Revenue (Ticketing, Special Events, Sponsorships, Retail)	\$ 6,862,120	\$ 7,150,192
	F&B Revenue	\$ 2,151,500	\$ 3,120,213
	Interest	\$ 59,245	\$ 160,000
	Estimated Total Income	\$ 16,016,522	\$ 17,449,062
Expenditures	Debt Service		
	Convention Center Principal & Interest	\$ 1,352,944	\$ 1,450,000
	Visitors Center		
	Saenger Theater		
	USO		
	Eureka	\$ 4,049,210	\$ 5,249,210
	Zoo		
	Oseola McCarty House		
	Smith Drugs		
	Pocket Museum	\$ 872,000	\$ 422,000
	Serengeti Springs		
	The Lawn at Lake Terrace		
	Generations Strong Wall	\$ 1,981,595	\$ 2,516,595
	Moeller Military Veh. Museum		
Project Funding	Facilities Operations		
	Electricity, Natural Gas, Telecommunications, Janitorial Supplies, Safety Equipment, Training, Contracted Services, Animal Feed	\$ 4,049,210	\$ 5,249,210
	Repairs, Refurbishment, Fixed Assets		
	Refurbishment of Facilities/ Replacement of Equipment, Fixtures	\$ 872,000	\$ 422,000
	Insurance, Professional Services, Marketing		
	Trustee Fees, Insurance, Surety Bonds, Audit, Legal Fees, Saenger Talent Buying, Marketing, Show Production, etc.	\$ 1,981,595	\$ 2,516,595
	Staffing Costs (including benefits)		
	Full-time + benefits, Part-time & Event Based Staff	\$ 7,665,522	\$ 7,665,522
	Sub-total Estimated Expenditures	\$ 15,921,271	\$ 17,303,327
	RESERVE FUND	\$ 3,000,000	\$ 3,000,000
Project Expenses	Est. Project Funds On Hand	\$ 6,034,279	\$ 6,912,400
	State Zoo Donation	(\$500,000)	(\$500,000)
	Est. Borrowed Project Funds	(\$1,000,000)	(\$2,413,418)
	Saenger Theater Grant Funds- Mississippi Arts Commis	\$0	(\$222,300)
	Saenger Theater Grant Funds- Match	\$0	(\$197,600)
	Sixth Street Museum District Development	\$ 965,000	\$ 850,000
	Serengeti Springs Water Park Development	\$ 3,500,000	\$ 6,560,000
Project Expenses	Lake Terrace Convention Center and Lawn Improvemen	\$ 1,550,000	\$ 325,000
	Saenger Theater, Annex, Alley Improvements	\$ 595,000	\$ 25,000
	Hattiesburg Zoo Expansion/ Development	\$ 500,000	\$ 400,000
	State Zoo Donation - Ed Center Exhibits	\$ 500,000	\$ 500,000
	Estimated Residual	\$ 19,530	\$ 1,731,453



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, September 3, 2024

Re: Acknowledge receipt of and approve the 2025 budget of the Hattiesburg Convention Commission.
File Number: 2024-365
Minute Book #MB 2021-232 / Acknowledged

Summary

Recommendation Statement

Please place this on the September 3, 2024 City Council meeting for consideration.

HATTIESBURG

CONVENTION COMMISSION

ONE CONVENTION CENTER PLAZA · HATTIESBURG, MS 39401 · 601.268.3220 · HATTIESBURG.ORG



August 27, 2024

Mayor Barker & Members of the City Council
City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403-1898

Dear Mayor and Council Members:

Greetings from the Hattiesburg Convention Commission. Following, you will find the proposed Hattiesburg Convention Commission's Fiscal Year 2025 Budget. The Hattiesburg Convention Commission approved this FY 2025 budget today and seeks approval of the City Council for the same. Here are the key elements.

Income

Due to economic uncertainty in the next fiscal year, we are projecting the special sales tax revenue to remain level at the 2024 levels. With one year of waterpark operations in place, we are projecting an increase of roughly \$600,000 in operational revenue over the amended budget of 2024 from our attractions. As with last year's amended budget, operational revenue is now our primary source of income to support the work of the Commission.

Expense

Debt Service should now follow the planned schedule and amount, as reflected in the prior year's amended budget. Facilities Operations costs should decrease over the amended budget of 2024 as we settle into operations of our newer facilities and work on efficiencies. Repairs, Refurbishment and Fixed Assets are projected to increase a bit as we now have several new facilities online or coming online. Insurance, Professional Services and Marketing is projected to decrease a small amount over the prior amended budget as we have a better idea of our waterpark marketing needs, insurances and other related items. Operating attractions, many of which run seven days a week, require us to invest in our staff. With increasing premium costs for health insurance and workers compensation, and our need for new staff for our new attractions, we foresee manpower costs continuing to climb. Ours is a "people-forward" industry that makes personnel our biggest asset, but also our biggest expense.

Special Projects

Construction continues in the Sixth Street Museum District on the Oseola McCarty House project and the Moeller Military Vehicle Museum. In addition, we are working on some new developments at the Historic Eureka School. Major HVAC replacement at the Historic Saenger Theater is on the schedule, along with work on the Saenger Annex. Roof repairs at the Lake Terrace Convention Center will occur early in the new fiscal year and the future new Education Center's educational exhibits will be completed in FY 2025. The associated budgetary allocations are shown by area in the attached proposal.

This budget proposal is the 2025 financial plan for the Hattiesburg Convention Commission which operates 13 attractions and projects in our city. Our purpose is first, to bring new spending to our local economy and to our residents. Currently, the Commission adds over \$207 million to Hattiesburg's economy and represents 66% of all visitor spending in the city each year. In addition to this primary work, the Commission improves the quality of life of our friends and neighbors through these very same attractions. As we continue with this work, we seek your approval of the proposed budget for the upcoming fiscal year.

Sincerely,

FOR THE COMMISSION

Richard Taylor
Executive Director

attachment



Hattiesburg Convention Commission Fiscal Year 2025		PROPOSED 2025 BUDGET
Classification	Category	FYE 2025 Totals
Income	Special Sales Tax (2% Food & Beverage Tax Revenue)	\$ 7,080,120
	Attractions Revenue (Ticketing, Special Events, Sponsorships, Retail, Etc.)	\$ 7,533,796
	F&B Revenue	\$ 3,341,775
	Interest	\$ 129,350
	Estimated Total Income	\$ 18,085,041
Expenditures	Debt Service	
	Convention Center Visitors Center Saenger Theater	Principal & Interest
		\$ 1,450,000
	Facilities Operations	
	USO Eureka Zoo	Electricity, Natural Gas, Telecommunications, Janitorial Supplies, Safety Equipment, Training, Contracted Services, Animal Feed
		\$ 4,394,850
	Repairs, Refurbishment, Fixed Assets	
	Oseola McCarty House Smith Drugs Pocket Museum	Refurbishment of Facilities/ Replacement of Equipment, Fixtures
		\$ 647,000
	Insurance, Professional Services, Marketing, Talent	
	Serengeti Springs The Lawn at Lake Terrace Generations Strong Wall	Trustee Fees, Insurance, Surety Bonds, Audit, Legal Fees, Saenger Talent Buying, Marketing, Show Production, etc.
		\$ 2,290,950
	Staffing Costs (including benefits)	
	Moeller Military Veh. Museum	Full-time + benefits, Part-time & Event Based Staff
		\$ 8,750,880
	Estimated Expenditures	\$ 17,533,680
Project Funding	RESERVE FUND	\$ 3,000,000
	Est. Project Funds On Hand	\$ 1,731,453
	Mississippi Arts Commission Saenger Theater Grant	(\$222,300)
	HCC Saenger Theater MAC Grant Match	(\$197,600)
	State Zoo Donation	(\$500,000)
	Project Expenses	
	Sixth Street Museum District Development	\$ 865,000
	Lake Terrace Convention Center and Lawn Improvements	\$ 750,000
	Saenger Theater, Annex, Alley Improvements	\$ 519,900
	Hattiesburg Zoo Expansion/ Development	\$ 500,000
	State Zoo Donation - Ed Center Exhibits	\$ 500,000
Estimated Residual		\$ 67,814



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, September 3, 2024
Re: Acknowledge receipt of FY 2023 Expenditure Report from Hattiesburg Exchange Club for Dixie Youth Baseball.
File Number: 2024-432
Minute Book #

Summary

Acknowledging receipt of the 2023 Expenditure Report for Dixie Youth Baseball.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 3, 2024 City Council meeting for consideration.

Subject: Re: 2023 HDYB Financial Report
Date: Thursday, October 26, 2023 at 1:09:57 PM Central Daylight Time
From: Mike Smith
To: Mercier, Betsy

I will hand deliver receipt. Opines to you early next week

> On Oct 26, 2023, at 1:07 PM, Mike Smith <redbird195158@yahoo.com> wrote:

- >
- > Income:
- >
- > City of Hattiesburg.....\$31,924.93
- > Forrest Co. Supervisors.....25,000.00
- > Concessions.....6,972.00
- > Sponsorships.....22,805.00
- > Photographs.....1,650.00
- > Gate fees.....33,830.00
- > Registration Fees.....30,195.00
- > Merchandise sales.....22,132.00.
- > Total Income.....\$191,456.73
- >
- > Expenditures:
- >
- > Umpires.....\$20,670.00
- > Scorekeepers.....3,944.00
- > Coaches & Umpire
- > certification.....525.00
- > Coaches and staff shirts.....4,014.50
- > Scholarships.....5,965.00
- > Background Checks.....200.06
- > Tournament expenses.....10,000.00
- > Office Supplies.....3,930.13
- > Baseball Supplies.....15,706.05
- > Franchise fees.....348.00
- > Tournament fees.....2,400.00
- > Postage & Box rent.....302.90
- > Insurance.....2,440.90
- > Trophies & Awards.....1,150.50
- > Hospitality.....1,540.24
- > Fundraising expense.....12,396.33
- > Signs.....3,901.89
- > Merchandise for resale.....22,562.21
- > Contract work.....1,390.00
- > Security.....1,704.00
- > Bank fees for online
- > Sales and registration.....3,445.98
- > Total Expenditures. . \$118,537.79
- >
- > Excess for 2023.....\$72,918.94



DOWNTOWN HATTIESBURG
115 W PINE ST
HATTIESBURG, MS 39401-9998
(800)275-8777

06/29/2023

10:34 AM

Product	Qty	Unit Price	Price
Rate Inquiries	1		\$0.00
U.S. Flag Coil	2	\$63.00	\$126.00

Grand Total:

Personal/Bus Check \$126.00

Preview your Mail
Track your Packages
Sign up for FREE @
<https://informedelivery.usps.com>

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Tell us about your experience.
Go to <https://postalexperience.com/Pos>
or scan this code with your mobile device.



or call 1-800-410-7420.

UFN: 273290-0401
Receipt #: 840-53900312-2-4879790-1
Clerk: 15

Welcome to Best Buy #661
4600 HARDY ST
HATTIESBURG, MS 39402



Tel: 1800001-199735-912119-902805-079980-27219

0661 047 5065 09/01/23 11:18

4371000 LOR46AN#140 51.99

HP 63 INK COMBO 2PK - BLK/CLR

Sales Tax 3.64

4371000 LOR46AN#140 51.99

HP 63 INK COMBO 2PK - BLK/CLR

Sales Tax 3.64

4371000 LOR46AN#140 51.99

HP 63 INK COMBO 2PK - BLK/CLR

Sales Tax 3.64

Subtotal 155.97

Sales Tax 10.92

Total 166.89

*****8311 ChipRead USD\$ 166.89

US DEBIT - DEBIT

SMITH/JOHN

Approval 000163

Verified By PIN

CARD ENTRY: Online MODE: Issuer

REF: 80000000042213

Reference Number: 47711183909421

My Best Buy

Member ID: 4529416809

Return/Exchange Policy: 15 days on most purchases. Activatable devices have a 14-day return policy (30 days for Verizon activatable devices). For details, go to BestBuy.com>Returns. To learn about privacy practices, go to BestBuy.com/Privacy.

Your Customer Service PIN is:
0661 047 5065 09/01/23

Your PO Box fee is due by the LAST DAY OF THIS MONTH.

Your PO Box will be closed if the fee is not paid by the last day of the month.
within 10 days of the last day of the month.

payment is
Make check
your check
suspended
Please disr
Thank you.

☐ Annual

**UNITED STATES
POSTAL SERVICE.**
TAMTOWN HATTIESBURG
115 W PINE ST
HATTIESBURG, MS 39403-1998
(800) 275-8777

02/05/2023 11:40 AM
Product Qty Unit Price

Box Renewal \$176.00
ZIP Code: 39403
Box #: 211
Rental Start Date: 03/01/2023
Next Renewal Date: 02/29/2024
Customer Name: JOHN MIKE SMITH

Grand Total: \$176.00
Personal/Bus Check \$176.00

Preview your Mail
Track your

https://
All
Ref:
Tell us about your experience
Go to: postalexperience.com
or scan this QR code with your mobile device.



or call 1-800-410-7420.

UFN: 273290-0401
Receipt #: 840-53900312-2-4596224-1
Clerk: 12

INVOICE

INVOICE NO.	DATE
87384	3/17/2023

Hattiesburg, MS 39401
601-582-1808 Fax: 601-582-7004
orders@bournebrothers.com

BILL TO	Hattiesburg Dixie Youth Baseball, Inc. Attn: Freddie Triplett P.O. Box 211 Hattiesburg, MS 39403 601-325-0810
---------	---

Like Us On Facebook!

SHIP TO	***A 3% upcharge will be added to ALL Credit Card Payments***
---------	--

P.O. NO.	TERMS
	COD

DESCRIPTION	QTY	RATE	AMOUNT
500- Catfish Tickets BB#176677		30.00	30.00
State Sales Tax		7.00%	2.10
Total			\$32.10

Thank You For Choosing Bourn Brothers
Printing For ALL Your Printing Needs!

44-7931

From: JD Palatine dba/JDP automation@instascreen.net
Subject: Invoice #104419 (2023-10-02) from JD Palatine
dba/JDP
Date: Oct 2, 2023 at 5:42:23 AM
To: director@hdyb.net, redbird195158@yahoo.com

MAKE PAYABLE TO:

JD PALATINE DBA/JDP
10675 PERRY HWY
#607
WEXFORD, PA 15090
PHONE: 855-940-3232
FAX: 877-389-5105



BILL TO:

HATTIESBURG DIXIE YOUTH BASEBALL
P O BOX 211
HATTIESBURG, MS 39403
(V) (601) 325-0810

Invoice #104419

INVOICE DATE: 10/02/2023
CUSTOMER #: 11018-0031
REPRESENTATIVE: Brooks Hughes
DUE DATE: 11/01/2023

REPORT CHARGES - HATTIESBURG DIXIE YOUTH BASEBALL						AMOUNT
DATE	NAME	SSN	ORDERED BY	FILE #	REFERENCE	
09/14/2023	EVANS, DAKOTA WAYNE	XXX- XX-6530	Triplett, Freddie	11081291		
Package price for Dixie Youth - Package 1						\$4.12
Subtotal for EVANS, DAKOTA WAYNE						\$4.12
Total Amount Due:						\$4.12

Terms: Net 30

JDP Accepts Credit Card or ACH for Payment. To see what option is best for you, if this is your first invoice, or haven't set up a payment option, please contact our client services team at [855-940-3232](tel:855-940-3232).

All Discrepancies Must Be Brought To Our Attention Within 30 Days.

All Late Fees, Collection Costs, And Attorney's Fees May Be Added To Past Due Accounts.

If you have any questions, please contact us.

CR # 8182

Play It Again Sports 11-11
4400 Hardy Street, Suite A-12
Hattiesburg, MS 39402
(601)268-8941
Fax (601)268-8917

Trans#:399734 Date:09/20/2023 10:41am
POS ID:3 Employee:1

Customer#:43370
HDVB TRASH PANDA FALLBALL23
NIKKI WALTERS
(No Phone#)

SALES ITEMS

015CLOTHTOP A - TOP/JERSEY 1	Reg.\$19.99 Now \$18.00	12 @ 18.00	216.00
015HAT2022A A - HAT 1 2022	Reg.\$19.99 Now \$13.00	12 @ 13.00	156.00
015CLOTHTOP A - TOP/JERSEY 1	Reg.\$19.99 Now \$13.00	10 @ 13.00	130.00
015CLOTHTOP A - TOP/JERSEY 1	Reg.\$19.99 Now \$18.00	10 @ 18.00	180.00
015CLOTHTOP A - TOP/JERSEY 1	Reg.\$19.99 Now \$12.00	3 @ 12.00	36.00

Subtotal	718.00
STATE TAX	50.26
TOTAL	768.26
(Includes \$221.53 in Discounts)	
Pmt. Check	768.26
#8180	

*****TOP 5 ITEMS WE BUY*****

- 1) Treadmills & Ellipticals
- 2) Leather BB/SB Gloves & Baseballs
- 3) Cast Iron Dumbbells & Olympic Plates
- 4) Taylormade/Callaway/Proline Golf
- 5) USA Baseball Bats

Store Hours:Mon-Sat 10-8 and Sun 1230-6

Returns:
- Used and New Fitness: 30 days
- New All Other: 30-days in original
packaging with receipt.

From: JD Palatine dba/JDP automation@instascreen.net
Subject: Invoice #98323 (2023-09-01) from JD Palatine
dba/JDP
Date: Sep 1, 2023 at 7:45:20 AM
To: director@hdyb.net, redbird195158@yahoo.com

MAKE PAYABLE TO:

JD PALATINE dba/JDP
10675 PERRY HWY
#607
WEXFORD, PA 15090
PHONE: 855-940-3232
FAX: 877-389-5105



CKH
8/17/23

BILL TO:

HATTIESBURG DIXIE YOUTH BASEBALL
P O BOX 211
HATTIESBURG, MS 39403
(V) (601) 325-0610

Invoice #98323

INVOICE DATE: 09/01/2023
CUSTOMER #: 11018-0031
REPRESENTATIVE: Brooks Hughes
DUE DATE: 10/01/2023

REPORT CHARGES - HATTIESBURG DIXIE YOUTH BASEBALL						AMOUNT
DATE	NAME	SSN	ORDERED BY	FILE #	REFERENCE	
08/26/2023	SHANKS, TIMOTHY E.	XXX- XX-1417	Triplett, Freddie	11002668		
Package price for Dixie Youth - Package 1						\$4.12
Subtotal for SHANKS, TIMOTHY E.						\$4.12
Total Amount Due:						\$4.12

Terms: Net 30
JDP Accepts Credit Card or ACH for Payment. To see what option is best for you, if this is your first invoice, or haven't set up a payment option, please contact our client services team at [855-940-3232](tel:855-940-3232). All Discrepancies Must Be Brought To Our Attention Within 30 Days.
All Late Fees, Collection Costs, And Attorney's Fees May Be Added To Past Due Accounts.

If you have any questions, please contact us.

2000 West Pine St
Hattiesburg, MS 39401 US
(601) 583-0542
www.maxmmc.com

1903



ADDRESS

Hattiesburg Dixie Youth
Baseball

DATE
06/21/2023

TOTAL
\$1,924.93

ACTIVITY

	QTY	COST	EXT COST
Install Gear Aiphone LE-SS/A (Dugouts)	1	99.00	99.00T
Install Gear Aiphone LEF-3 (Pressbox)	5	220.00	1,100.00T
Labor & Materials to complete install Labor	1	600.00	600.00T

SUBTOTAL 1,799.00
TAX (7%) 125.93

TOTAL \$1,924.93

THANK YOU

Accepted By

Accepted Date

CK# 8174

Please make checks payable to:
Max MMC, LLC

Thanks for the business

1:19



Freddie Triplett

Thursday

To: [Mike Smith >](#)

OGAA

We did not have enough players of 9/10 year olds to make a fall ball team. We refunded some of them. Others we sent to them. We need to reimburse OGAA for 5 x \$90 =\$450 and then pay for our share of umpires..\$325 for that total of \$775

Mail to:

OGAA

P O Box 16747

Hattiesburg, Ms 39404

CK#
8173

Freddie Triplett

Sr. Business Development

Representative

Certified Natural Gas Champion

315 Main Street

Hattiesburg, Mississippi 39401

601-336-4102 Office

601-325-0810 Mobile



Scorekeeper Payroll for Week Ending Sunday, May 14th

Name	# of Games	Rate per Game	Total
Chris Brown	2	\$16.00	\$32.00
Tara walker	4	\$16.00	\$64.00
Kristopher Booker	2	\$16.00	\$32.00
Delaine Walker	2	\$16.00	\$32.00
Ell Coward	2	\$16.00	\$32.00
Marcus Gaut	5	\$16.00	\$80.00
Jackson Wall	2	\$16.00	\$32.00
Smith Stringer	2	\$16.00	\$32.00
Aiden Gibbs	5	\$16.00	\$80.00
Noah Brock	2	\$16.00	\$32.00
Merry Strickland	1	\$16.00	\$16.00
	0	\$16.00	\$0.00
TOTAL:			\$464.00

DOLLY JOHNSON - 12500
 AUGUSTINE

SportsEngine, Inc
Attn: Lockbox 10336
PO Box 7410336
Chicago, IL 60674-0336
<http://www.sportsengine.com>

Invoice Date: 08/03/2023
Invoice #: INV01650175
Payment Terms: Due Upon Receipt
Due Date: 08/03/2023

Bill To:
Hattiesburg Dixie Youth Baseball
A00057321
P.O. Box 211
Hattiesburg, Mississippi 39403 United States
freddie.triplett@spireenergy.com

Organization	Product Name	Charge Detail	Service Period	Subtotal	Tax	Total
	SportsEngine HQ	SportsEngine HQ Premium - Billed Annually	08/03/2023- 08/02/2024	\$749.00	\$0.00	\$749.00

CK # 8169

INVOICE TOTALS

Invoice Subtotal: \$749.00
Tax: \$0.00
Total: \$749.00
Invoice Balance: \$749.00

9:51



image001.png

Done



STATEMENT

CUSTOMER NO.	STATEMENT DATE
500395185	18 July 2023

RETURN SERVICE REQUESTED

HATTESBURG DME YOUTH-TLS-PY

PO Box 211

HATTESBURG MS 39401-0211

REMITTANCE ADVISE

STATEMENT DATE	CUSTOMER NO.
18 July 2023	500395185

Please return this portion of statement with payment and send to:

REMIT TO:

Coca-Cola Bottling Company United

PO Box 105637

ATLANTA GA 30346-0537

AMOUNT REMITTED	CHECK NO.
\$	

INVOICE NO.	INVOICE DATE	DUE DATE	REFERENCE NO.	AMOUNT DUE	INVOICE NO.	AMOUNT DUE
Sold to 500395185 HATTESBURG DME YOUTH-TLS-PY					Sold to 500395185	
1010 TATUM RD, HATTESBURG	MS 39401					
30041251004	07/18/2023	08/17/2023	CADENCE 15	295.39	30041251004	295.39
30041251005	07/18/2023	08/17/2023	CHILDRENS	524.20	30041251005	524.20
30041251006	07/18/2023	08/17/2023	HICKS LAR	58.55	30041251006	58.55
30041251007	07/18/2023	08/17/2023	SILKEY 1-1	330.50	30041251007	330.50
30041251008	07/18/2023	08/17/2023	MECA 1-13	349.47	30041251008	349.47
30041251009	07/18/2023	08/17/2023	ALLSTATE 15	253.25	30041251009	253.25
30041251010	07/18/2023	08/17/2023	WARREN 5-1	245.57	30041251010	245.57
30041251011	07/18/2023	08/17/2023	DOLEAD 5-1	502.10	30041251011	502.10
30041251012	07/18/2023	08/17/2023	ANDERSON P	111.01	30041251012	111.01
30041251013	07/18/2023	08/17/2023	DICKS 5-15	128.53	30041251013	128.53
30041251014	07/18/2023	08/17/2023	WATKINS 5	189.50	30041251014	189.50
30041251015	07/18/2023	08/17/2023	PEANUTS 5	517.51	30041251015	517.51
30041251016	07/18/2023	08/17/2023	BUSSHOFFS 5	510.12	30041251016	510.12
30041251017	07/18/2023	08/17/2023	COLLEGE 40	48.42	30041251017	48.42
30041251018	07/18/2023	08/17/2023	SHYDU 5-1	442.99	30041251018	442.99
30041251019	07/18/2023	08/17/2023	CORNER 100	444.65	30041251019	444.65
SUBTOTAL				3513.99	SUBTOTAL	
Net 30				TOTAL BALANCE	FIRST DUE	
				3513.99	BALANCE DUE	
Any questions or corrections regarding this statement contact Customer Service						

CK

8/16/23



sam's club

CLUB MANAGER JASON COLLIE
(601) 261 - 2177
HATTIESBURG, MS

07/25/23 08:28 0350 06503 003 3248

JOHN

45655 8' FOLDING	99.98	T
45655 8' FOLDING	99.98	T
45655 8' FOLDING	99.98	T
830141 FOLDING CHR	24.98	T
830141 FOLDING CHR	24.98	T
830141 FOLDING CHR	24.98	T
830141 FOLDING CHR	24.98	T
SUBTOTAL	399.86	
TAX 1 7.000 %	27.99	
TOTAL	427.85	
DEBIT TEND	427.85	
CHANGE DUE	0.00	

GET DEBIT PAY FROM PRIMARY
427.85 TOTAL PURCHASE
US DEBIT ***** 8311 I 1
NETWORK ID. 0076 APPR CODE 522954

US DEBIT
ADD A0000000042203
ARC A16CBAF18DEA1BC6
APin Verified
TERMINAL # 22061694

New! Free shipping for Plus members.
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Visit [samsclub.com](https://www.samsclub.com) to see your savings

ITEMS SOLD 7

TC# 1651 2236 0266 0036 7059 3



**SWEET
PEPPERS
DELI**

Sweet Peppers Deli
2005 Lincoln Rd
Hartsville, MS 39402
(601) 268-2250

Server: Ryenne L
Check #125 22
Order d: 7/26/23 12:00 PM

Cobb Salad	\$9.99
Chicken Waldorf Salad	
Club	\$10.99
Smoked Turkey	\$9.29
ADD American Reg \$	\$8.99
Mac & Cheese\$\$	\$0.50
Diet Coke	\$1.99
Coke Zero	\$2.69
3 *Tea Sweet	\$2.69
Pick 2 Combo	\$8.07
P2 Chicken Waldorf Salad	\$9.49
Pick 2 Combo	
P2 Chicken Caesar Salad	

Subtotal	\$74.18
Tax	\$7.43
Tip	\$11.13
Total	\$92.74

Input Type
C (EMV Chip Read)
MASTERCARD DEBIT
Time xxxxxxxx8311
12:00 PM

Transaction Type Sale
Authorization Approved
Approval Code 009197
Payment ID TCcFnNriepnrX
Application ID
A0000000041010
Application Label
MASTERCARD DEBIT
Terminal ID
1ab875dbd8a6d91a
Card Reader BBPOS
JOHN SMITH

Powered by Toast
Order Online
SweetPeppersDeli.com

07/26/23 3:15PM KP015759 1113 241

4.39	\$	62.66	TAX:	\$	4.39
SUB-TOTAL:					

DEBIT/ATM: 67.05

Debit network id:06

Authorizing Ref: _____

910 : 8000000002

ARC : 00

ATC 40004

152911-1213

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

2000-2001 453



Sweet Peppers Deli
2005 Lincoln Rd
Hattiesburg, MS 39402
(601) 268-2250

Server: Eric M
Check #142
87
Ordered: 7/27/23 12:11 PM

Meat Lovers Flatbread \$9.99
Bayou Shrimp Flatbread \$9.99
Smoked Turkey \$9.99
ADD American Reg \$ \$0.50
Mac & Cheese \$ \$1.99
Smoked Turkey \$8.99
ADD American Reg \$ \$0.50
Loaded Potato \$8.99
ADD Shrimp \$ \$3.00
Coke \$2.69
3 *Tea Sweet \$8.07
2 Coke Zero \$5.38
*Tea Unsweetened \$2.69
Pick 2 Combo \$9.49
P2 Potato Loaded

Subtotal \$81.26
Tax \$0.11
Tip \$12.19
Total \$101.59

Input type C (EMV Chip Read)
MASTERCARD DEBIT
XXXXXXXXXX
Time 12:11 PM

Play It Again Sports 11471
4400 Hardy Street, Suite A-12
Hattiesburg, MS 39402
(601)268-8941
Fax (601)268-8917

Trans#:390426 Date:06/27/2023 04:02pm
POS ID:3 Employee:1

Customer#:1944
HATTIESBURG DIXIE YOUTH
BILLY DORGAN
() Y -

SALES ITEMS

015HAT2022A A - HAT 1 2022
107 @ 20.56 2199.92
FREIGHT CHARGES 0.09

Subtotal 2200.01

STATE TAX 2199.92 * 7.00% 153.99

TOTAL 2354.00

Pmt. Check 2354.00
#8158

*****TOP 5 ITEMS WE BUY*****

- 1) Treadmills & Ellipticals
- 2) Leather BB/SB Gloves & Bats
- 3) Cast Iron Dumbbells & Olympic Plates
- 4) Taylormade/Callaway/Proline Golf
- 5) USA Baseball Bats

Store Hours: Mon-Sat 10-8 and Sun 1230-6
Returns:
- Used and New Fitness: 30 days
- New All Other: 30-days in original
packaging with receipt.

Play It Again Sports® is a registered trademark of
Linmark Corporation. All stores are independently owned
and operated. Check us out on the web at
www.playitsports.com

7:14



2 Messages
Dixie Youth



2902 Hardy St
Ste 60
Hattiesburg, MS 39401
(601) 602-5413

INVOICE 2153-10353

Completed Date: 3/29/2023
Payment Terms: Cash Customer
Payment Due Date: 3/29/2023

Created Date: 3/13/2023

DESCRIPTION: Field Sponsor- MS Asthma & Allergy Clinic

Bill To: Dixie Youth Baseball
none
none, MS 39401
US

Pickup At: FASTSIGNS
2902 Hardy St
Ste 60
Hattiesburg, MS 39401
US

Ordered By: Freddie Triplett
Email: Freddie.Triplett@spireenergy.com
Work Phone: (601) 336-4102
Cell Phone: (601) 325-0810

Salesperson: Amanda Blackburn
Email: amanda.blackburn@fastsigns.com

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	3mil ACM 96"W x 48"H "MS Asthma & Allergy" SS	1	\$405.18	\$405.18	\$405.18
1.1.1	Dibond/Max Metal 3mm - Part Qty: 1 Width: 96.00" Height: 48.00" Sides: 1		Product Discount Applied (31.22%) \$125.17		
1.1.2	Vinyl - Calendered 510 (Overlay) - Part Qty: 1 Width: 96.00" Height: 48.00"				
1.1.3	Laminate- 3 mil UV Gloss 3420 - Part Qty: 1 Width: 96.00" Height: 48.00"				
Subtotal:					\$405.18
Taxable Amount:					\$405.18
Taxes:					\$28.36
Grand Total:					\$433.54
Amount Paid:					\$0.00
BALANCE DUE:					\$433.54

There will be a 3% transaction fee added to all credit card transactions over \$100.

Thank you for the opportunity to earn your business.
Each location is individually owned and operated.

Generated On: 3/29/2023 4:21 PM

Page: 1/1



2902 Hardy St
Ste 60
Hattiesburg, MS 39401
(601) 602-5413

INVOICE 2153-10794

Completed Date: 6/14/2023
Payment Terms: Cash Customer
Payment Due Date: 6/14/2023

Created Date: 6/5/2023

DESCRIPTION: Practice Field Identification

Bill To: Dixie Youth Baseball
none
none, MS 39401
US

Pickup At: FASTSIGNS
2902 Hardy St
Ste 60
Hattiesburg, MS 39401
US



7:14



2 Messages
Dixie Youth



[To send large art files click here](#)



2902 Hardy St
Ste 60
Hattiesburg, MS 39401
(601) 602-5413

INVOICE 2153-10292

Completed Date: 3/29/2023
Payment Terms: Cash Customer
Payment Due Date: 3/29/2023

Created Date: 3/1/2023

DESCRIPTION: Field Sponsor- Wesley Clark Supervisor

Bill To: Dixie Youth Baseball
none
none, MS 39401
US

Pickup At: FASTSIGNS
2902 Hardy St
Ste 60
Hattiesburg, MS 39401
US

Ordered By: Freddie Triplett
Email: Freddie.Triplett@spireenergy.com
Work Phone: (601) 336-4102
Cell Phone: (601) 325-0810

Salesperson: Bishop Byrd

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	3mil ACM 96"W x 48"H "Elect Wesley Clark" SS	1	\$405.18	\$405.18	\$405.18
1.1.1	Dibond/Max Metal 3mm - Part Qty: 1 Width: 96.00" Height: 48.00" Sides: 1		Product Discount Applied: (31.52%) \$129.11		
1.1.2	Vinyl - Calendered 510 (Overlay) - Part Qty: 1 Width: 96.00" Height: 48.00"				
1.1.3	Laminate- 3 mil UV Gloss 3420 - Part Qty: 1 Width: 96.00" Height: 48.00"				
Subtotal:					\$405.18
Taxable Amount:					\$405.18
Taxes:					\$28.36
Grand Total:					\$433.54
Amount Paid:					\$0.00
BALANCE DUE:					\$433.54

There will be a 3% transaction fee added to all credit card transactions over \$100.

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Generated On: 6/29/2023 4:01 PM

Page: 1 of 1



2902 Hardy St
Ste 60
Hattiesburg, MS 39401
(601) 602-5413

INVOICE 2153-10353

Completed Date: 3/29/2023
Payment Terms: Cash Customer
Payment Due Date: 3/29/2023

Created Date: 3/13/2023

DESCRIPTION: Field Sponsor- MS Asthma & Allergy Clinic



CK #
8155

7:14



2153-10794.pdf ✓ Done



2902 Hardy St
Ste 60
Hattiesburg, MS 39401
(601) 602-5413

INVOICE

2153-10794

Completed Date: 6/14/2023
Payment Terms: Cash Customer
Payment Due Date: 6/14/2023

Created Date: 6/5/2023

DESCRIPTION: Practice Field Identification

Bill To: Dixie Youth Baseball
none
none, MS 39401
US

Pickup At: FASTSIGNS
2902 Hardy St
Ste 60
Hattiesburg, MS 39401
US

Ordered By: Freddie Triplett
Email: Freddie.Triplett@spireenergy.com
Work Phone: (601) 336-4102
Cell Phone: (601) 325-0810

Salesperson: Amanda Blackburn
Email: amanda.blackburn@fastsigns.com

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	3mil ACM 18x18 (4) SS-FIELD IDENTIFIERS	4	\$43.83	\$172.12	\$172.12
1.1.1	Dibond/Max Metal 3mm - Part Qty: 1 Width: 18.00" Height: 18.00" Sides: 1			Product Discount Applied (21.00%) \$43.83	
1.1.2	Vinyl - Calendered 510 (Overlay) - Part Qty: 1 Width: 18.00" Height: 18.00"				
1.1.3	Laminate- 3 mil UV Gloss 3420 - Part Qty: 1 Width: 18.00" Height: 18.00"				
Subtotal:					\$172.12
Taxable Amount:					\$172.12
Taxes:					\$12.05
Grand Total:					\$184.17
Amount Paid:					\$0.00
BALANCE DUE:					\$184.17

There will be a 3% transaction fee added to all credit card transactions over \$100.

Thank you for the opportunity to serve your business.
Each location is individually owned and operated.

Generated On: 6/14/2023 11:12 AM

Page 1 of 1

CKH
8/15/6



STATEMENT

Coca-Cola Bottling Company, Inc.



PO Box 105637
Atlanta GA 30348-5637
Toll Free # (844) 836-0631

Statement Date 05/31/2023
Customer No. 0500398188

|||||
*10***3446*****ALL FOR AADC 365
HATTESBURG DIXIE YOUTH TIS PY
PO BOX 211
HATTESBURG, MS 39403-0211

PLEASE SEE NEW
REMIT ADDRESS

Invoice Date	Invoice No.	Amount	Due Date	Balance
Store Number: HATTESBURG DIXIE YOUTH-TIS - 0500280810				
05/10/2023	35523955014	100.58	06/09/2023	100.58
SubTotal:				100.58
				TOTAL BALANCE
				\$ 100.58

CK #
8/15/23

PINE BELT TROPHY and AWARDS

905 Hardy Street, Suite 104 • Hattiesburg, MS 39401

(601) 58-AWARD

Email: pinebelttrophyl@gmail.com

INVOICE

[illegible]

Thank you!

SALES TAX

TOTAL

Please pay from this invoice. No statement will follow. Thank you.

Umpire Payroll Week 5		
Name	Games	Total
Ryan Holland	2 games at \$40	80
Mevlin Vincent	1 game at \$40; 1 game at \$45	85
Brandon Jones	2 games at \$45	90
Cary Longstaff	2 games at \$45	90
Earl Johnston	5 games at \$40	200
Harrison Charlton	3 games at \$40; 2 games at \$45	210
Matthew Haight	3 games at \$40; 3 games at \$45	255
Skip Longstaff	2 games at \$40; 4 games at \$45	260
Gary Sims	3 games at \$40; 4 games at \$45	300
Tommy Rheams	2 game at \$40; 5 games at \$45	305

CARY LONGSTAFF - ASSIGNING
FREE

\$250

PAID 5/15/23

MD



Coca-Cola Bottling Company United, Inc.

STATEMENT

PO Box 105637
Atlanta GA 30348-5637
Toll Free # (844) 836-0631
Statement Date 04/30/2023
Customer No. 0500398188

|||||
10*3537***ATL FOR AADC 365
HATTIESBURG DIXIE YOUTH TLS PY
PO BOX 211
HATTIESBURG, MS 39403-0211

PLEASE SEE NEW
REMIT ADDRESS

Invoice Date	Invoice No.	Amount	Due Date	Balance
Store Number: HATTIESBURG DIXIE YOUTH-TLS - 0500280810				
06/16/2022	2847216202	138.49-	06/16/2022	138.49-
03/31/2023	34909171082	138.35	04/30/2023	138.35
04/05/2023	34975910007	130.70	05/05/2023	130.70
SubTotal:		130.56		
Store Number: HATTIESBURG DIXIE YOUTH-TLS-PY - 0500398188				
07/05/2022	007899	51.47-	04/07/2022	51.47-
SubTotal:		51.47		
TOTAL BALANCE				
\$ 79.09				



Invoice Number: 23004562

Invoice Date: 05/05/2023

Charity Name: Hattiesburg Dixie Youth Baseball Inc.

Customer Information

John Michael Smith
P.O. BOX 211
HATTIESBURG, MS 39403

Description	Tracking Number	Item Cost	Amount Paid
Charity Online Renewal	2023127495	\$ 50.00	\$ 50.00
MSI Transaction Fee		\$ 2.25	\$ 2.25
Payment Details			
		Invoice Total:	\$ 52.25
		Payment Total:	\$ 52.25
		Amount Due:	\$ 0.00
Payment Method			
Payment Type: Credit Card			

Include invoice number on all correspondence and send to:

Mississippi Secretary of State's Office
P.O. Box 136
Jackson, MS 39205

To discuss payment for Charities items,
please call:
(601) 359-1599

Scorekeeper Payroll for Week Ending Sunday, May 7th

Name	# of Games	Rate per Game	Total
Merry Strickland	2	\$16.00	\$32.00
Kristopher Booker	4	\$16.00	\$64.00
Delainey Walker	2	\$16.00	\$32.00
Eli Coward	2	\$16.00	\$32.00
Dolly Johnston	4	\$16.00	\$64.00
Jackson Wall	6	\$16.00	\$96.00
Smith Stringer	4	\$16.00	\$64.00
Aiden Gibbs	2	\$16.00	\$32.00
Noah Brock	4	\$16.00	\$64.00
Jackson Smith	2	\$16.00	\$32.00
Marcus Gaut	2	\$16.00	\$32.00
TARA WALKER	83	\$16.00	488.00
TOTAL:		34	\$544.00

PAID
4/12/20

Umpire Payroll Week 5

Name	Games	Total
Jim Dewitt	2 games at \$45	90
Earl Johnston	3 games at \$40; 1 game at \$45	165
Otto Crawford	3 games at \$40; 1 game at \$45	165
Harrison Charlton	2 games at \$40; 2 games at \$45	170
Brandon Jones	1 game at \$40; 3 games at \$45	175
Tommy Rheams	1 game at \$40; 3 games at \$45	175
Matthew Haight	1 game at \$40; 3 games at \$45	175
Ryan Holland	1 game at \$40; 3 games at \$45	175
Cary Longstaff	1 game at \$40; 4 games \$45	220
Gary Sims	3 games at \$40; 3 games at \$45	255
Mevlin Vincent	4 games at \$40; 3 games at \$45	295
Skip Longstaff	4 games at \$40; 4 game at \$45	340

PAID
5/8/23

Week 4 Payroll

Umpire Payroll Week 4

<u>Name</u>	<u>Games</u>	<u>Total</u>
Earl Johnston	2 games at \$40	80
Harrison Charlton	1 game at \$40; 1 game at \$45	85
Brandon Jones	2 games at \$45	90
Cary Longstaff	1 game at \$40; 4 games \$45	90
Skip Longstaff	3 games at \$40; 1 game at \$45	165
Mevlin Vincent	3 games at \$40; 1 game at \$45	165
Colby Felix	2 games at \$40; 2 games at \$45	170
Tommy Rheams	2 games at \$40; 2 games at \$45	170
Gary Sims	3 games at \$40; 1 game at \$45 (Plus 1 game at \$45 from Week 3)	210

PAID 5/1/23

From: JD Palatine dba/JDP automation@instascreen.net
Subject: Invoice #92540 (2023-05-01) from JD Palatine
dba/JDP

Date: May 1, 2023 at 8:36:10 AM
To: director@hdyb.net, redbird195158@yahoo.com

MAKE PAYABLE TO:
JD PALATINE DBA/JDP
10675 PERRY HWY
#607
WEXFORD, PA 15090
PHONE: 855-940-3232
FAX: 877-389-5105

Invoice #92540

INVOICE DATE: 05/01/2023
CUSTOMER #: 11018-0031
REPRESENTATIVE: Brooks Hughes
DUE DATE: 05/31/2023

BILL TO:

HATTIESBURG DIXIE YOUTH BASEBALL
P O BOX 211
HATTIESBURG, MS 39403

ck # 8045

(V) 45211 325-0810

REPORT CHARGES - HATTIESBURG DIXIE YOUTH BASEBALL						AMOUNT
DATE	NAME	SSN	ORDERED BY	FILE #	REFERENCE	
04/11/2023	KIRK, BRYAN ANTHONY	XXX- XX-0479	Triplett, Freddie	10278135		
	Package price for Dixie Youth - Package 1					\$4.12
			Subtotal for KIRK, BRYAN ANTHONY			\$4.12
04/11/2023	SWILEY, LAKEN MARIE	XXX- XX-7270	Triplett, Freddie	10278143		
	Package price for Dixie Youth - Package 1					\$4.12
			Subtotal for SWILEY, LAKEN MARIE			\$4.12
Total Amount Due:						\$8.24

Terms: Net 30

JDP Accepts Credit Card or ACH for Payment. To see what option is best for you, if this is your first invoice, or haven't set up a payment option, please contact our client services team at 855-940-3232.

All Discrepancies Must Be Brought To Our Attention Within 30 Days.

All Late Fees, Collection Costs, And Attorney's Fees May Be Added To Past Due Accounts.

If you have any questions, please contact us.

Scorekeeper Payroll for Week Ending Sunday, April 30

Name	# of Games	Rate per Game	Total
W. Stophard, Hooker	0	\$16.00	\$0.00
W. J. Winkler	2	\$16.00	\$32.00
W. J. Steward	2	\$16.00	\$32.00
W. J. Johnston	2	\$16.00	\$32.00
Jackson, Wall	2	\$16.00	\$32.00
Smith, Stringer	2	\$16.00	\$32.00
Alden Gibbs	1	\$16.00	\$16.00
Noah Brock	3	\$16.00	\$48.00
Jackson Smith	1	\$16.00	\$16.00
TOTAL:	17		\$272.00

Name	# of Games	Rate per Game	Total
	0	\$16.00	\$0.00

Week 3 Payroll

Umpire Payroll Week 3

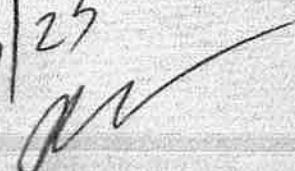
Name	Games	Total
Matthew Haight	1 game at \$40; 1 game at \$45	85
Otto Crawford	1 game at \$40; 1 game at \$45	85
Jim Dewitt	2 games at \$45	90
Ryan Holland	1 game at \$40; 2 games at \$45	130
Earl Johnston	3 games at \$45	135
Colby Felix	2 games at \$40; 2 games at \$45	170
Brandon Jones	4 games at \$45	180
Gary Sims	3 games at \$40; 2 games at \$45	210
Cary Longstaff	1 game at \$40; 4 games \$45	220
Tommie Rheams	2 games at \$40; 4 games at \$45	260
Skip Longstaff	5 games at \$40; 3 games at \$45	335
Harrison Charlton	4 games at \$40; 4 games at \$45	340

PAID
4/23/23


Scorekeeper Payroll for week ending April 23, 2023

Name	# of Games	Rate per Game	Total
Chris Brown training	2	\$16.00	\$32.00
Kristopher Booker	2	\$16.00	\$32.00
Delainey Walker	4	\$16.00	\$64.00
Eli Coward	4	\$16.00	\$64.00
Dolly Johnston	4	\$16.00	\$64.00
Jackson Wall	4	\$16.00	\$64.00
Smith Stringer	4	\$16.00	\$64.00
Aiden Gibbs	0	\$16.00	\$0.00
Noah Brock	4	\$16.00	\$64.00
Jackson Smith	4	\$16.00	\$64.00
Marcus Gaunt	4	\$16.00	\$64.00
	36	\$16.00	\$576.00

Name	# of Games	Rate per Game	Total

4/23/23


Scorekeepers ▾ Availability ▾ 20230409 ▾ 20230416 ▾ 20230423 ▾ 20230430 ▾ 20230507 ▾ 20230514 ▾

Type here to search

Play It Again Sports 11471
4400 Hardy Street, Suite A-12
Hattiesburg, MS 39402
(601) 268-8941
Fax (601) 268-8917
Trans# 362741
Date: 04/18/2023 11:15am
Employee: 1

Customer#: 39487
HDYB U23
(No Phone#)

SALES ITEMS

015HAT2022A A - HAT 1 2022
Reg. \$19.99 Now \$13.00
438 .00
Subtotal 5629.00
STATE TAX 5629.00 * 7.00% 394.03
TOTAL 6023.03
(Includes \$3026.67 in discounts)
Pmt. Check #7930
6023.03

*****TOP 5 ITEMS WE BUY*****

- 1) Treadmills & Ellipticals
- 2) Leather BB/SB Gloves & Baseballs
- 3) Cast Iron Dumbbells & Olympic Plates
- 4) Taylormade/Callaway/Proline Golf
- 5) USA Baseball Bats

Store Hours: Mon-Sat 10-6 and Sun 1230-6

Returns:
- Used and New Fitness: 30 days
- New All Other: 30 days in original packaging with receipt.

Play It Again Sports is a registered trademark of Winmark Corporation. All stores are individually owned and operated. Check us out on the web at www.playitagainsports.com

Invoice
INV-001349
Balance Due \$6,023.03

Invoice Date: 11 Apr 2023
Terms: Due on Receipt
Due Date: 11 Apr 2023
P.O.#: Player and Coach Hats

Qty	Price	Amount
-----	-------	--------

48.00	13.00	624.00
12.00	13.00	156.00
70.00	13.00	910.00
18.00	13.00	234.00
101.00	13.00	1,313.00
32.00	13.00	416.00
75.00	13.00	975.00
24.00	13.00	312.00
37.00	13.00	481.00
16.00	13.00	208.00
Sub Total		5,629.00
Mississippi Sales Tax (7%)		394.03
Total		\$6,023.03
Balance Due		\$6,023.03

Cuevas Fish House
INVOICE

5781 U.S. Hwy 11 Purvis, MS 39475
Cuevasfish1983@gmail.com
(601)-744-3474

Bill To
23-0401
Tatum Park
April 17, 2023
Opening Day Catering
April 1, 2023
Director@hdyb.net

Invoice No:

Invoice Date:

Event Date:

Description		QTY
Unit Price	Total	
Catfish Plates – Filet Strips, French Fries, Coleslaw, Hushpuppies		591 \$10.00 \$5,910.00

Subtotal \$5,910.00
Tax Rate 0.00%
Total Tax. \$00.00

CK 7997

Balance Due \$5,910.00

Thank you for your business, and as always, “If you are pleased, tell EVERYONE, if not, please tell us!”

** A card processing fee will be added to any transaction paid with a credit/debit card. **

Week 2 Payroll

Umpire Payroll Opening Day		
Name	Games	Total
Earl Johnston	1 games at \$40; 1 games at \$45	85
Gary Sims	1 games at \$40; 1 games at \$45	85
Ryan Holland	2 games at \$45	90
Jim Dewitt	1 game at \$45	90
Brandon Jones	1 games at \$40; 2 games at \$45	130
Matthew Haight	3 games at \$45	135
Colby Felix	3 games at \$40; 2 games at \$45	210
Skip Longstaff	3 games at \$40; 2 games at \$45	210
Tommie Rheams	3 games at \$40; 2 games at \$45	210
Harrison Charlton	1 game at \$40; 4 games at \$45	220
Cary Longstaff	5 games at \$45	225

PAID 4/17/23

20230409

Scorekeeper Payroll for Week Ending April 16, 2023

Name	# of Games	ate per Gam	Total
	0	\$16.00	\$.00
Kristopher Booker	3	\$16.00	\$48.00
Delainey Walker	2	\$16.00	\$32.00
Eli Coward	2	\$16.00	\$32.00
Dolly Johnston	2	\$16.00	\$32.00
Jackson Wall	2	\$16.00	\$32.00
Smith Stringer	3	\$16.00	\$48.00
Aiden Gibbs	1	\$16.00	\$16.00
Noah Brock	4	\$16.00	\$64.00
Jackson Smith	1	\$16.00	\$16.00
	20	TOTAL:	\$320.00



Bourne Brothers Printing, Inc.

5276 Old Highway 42

Hattiesburg, MS 39401-1205

(601) 582-1808 • Fax: (601) 582-7004

Statement

DATE

3/31/2023

TO:
Hattiesburg Dixie Youth Baseball, Inc.
Attn: Freddie Triplett
P.O. Box 211
Hattiesburg, MS 39403
601-325-0810

		AMOUNT DUE	AMOUNT ENC.		
		\$96.30			
DATE	TRANSACTION	AMOUNT	BALANCE		
02/28/2023	Balance forward		390.55		
03/08/2023	PMT #ck 7922.	-203.30	187.25		
03/08/2023	PMT #ck 7922.	-90.95	96.30		
03/17/2023	INV #87384. Catfish Tickets	32.10	128.40		
03/31/2023	PMT #ck 7931.	-32.10	96.30		
PAST DUE ck # 7976					
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
0.00	0.00	96.30	0.00	0.00	\$96.30

Thank You for Choosing Bourne Brothers for All Your Printing Needs!

Opening Day Payroll

Week 1 Payroll

Umpire Payroll Opening Day

<u>Name</u>	<u>Games</u>	<u>Total</u>
Ryan Holland	2 games at \$45 minus \$20 for Umpire Fee	70
Melvin Vincent	2 games at \$40	80
Cary Longstaff	2 games at \$45	90
Matthew Haight	3 games at \$45	135
Earl Johnston	2 games at \$40; 2 games at \$45	170
Colby Felix	2 games at \$40; 2 games at \$45	170
Brandon Jones	2 games at \$40; 2 games at \$45; Practice game at \$45	215
Harrison Charlton	1 game at \$40; 3 games at \$45; Practice game at \$45	220
Skip Longstaff	3 games at \$40; 2 games at \$45; Practice game at \$45	255
Tommie Rheams	2 games at \$40; 4 games at \$45	260

PAID
4/10/23
R



Scorekeeper Payroll for Week Ending April 9, 2022

Name	# of Games	Rate per Game	Total
	0	\$16.00	\$.00
Kristopher	5	\$16.00	\$80.00
Delainey Wa	2	\$16.00	\$32.00
Eli Coward	4	\$16.00	\$64.00
Dolly Johns	3	\$16.00	\$48.00
Jackson Wal	2	\$16.00	\$32.00
Smith Strin	5	\$16.00	\$80.00
Aiden Gibbs	2	\$16.00	\$32.00
Noah Brock	6	\$16.00	\$96.00
Jackson Smi	2	\$16.00	\$32.00
	31	TOTAL:	\$496.00

PAID 4/10/23

Done

Photo



9:24

From: JD Palatine dba/JDP automation@instascreen.net
Subject: Invoice #89972 (2023-04-03) from JD Palatine
dba/JDP

Date: Apr 3, 2023 at 9:58:27 AM
To: director@hdyb.net, redbird195158@yahoo.com

MAKE PAYABLE TO:

JD PALATINE DBA/JDP
10675 PERRY HWY
#607
WEXFORD, PA 15090
PHONE: 855-940-3232
FAX: 877-389-5105

Invoice #89972

INVOICE DATE: 04/03/2023
CUSTOMER #: 11018-0031
REPRESENTATIVE: Brooks Hughes
DUE DATE: 05/03/2023

BILL TO:

HATTIESBURG DIXIE YOUTH BASEBALL
P O BOX 211
HATTIESBURG, MS 39403

CK# 7956

(V) 16011 325-0810

REPORT CHARGES - HATTIESBURG DIXIE YOUTH BASEBALL						AMOUNT
DATE	NAME	SSN	ORDERED BY	FILE #	REFERENCE	
03/20/2023	DUMAS, MICHAEL A.	XXX- XX-5469	Triplett, Freddie	10087234		
	Package price for Dixie Youth - Package 1					\$4.12
			Subtotal for DUMAS, MICHAEL A.			\$4.12
03/18/2023	DICKERSON, MICHAEL GLENN	XXX- XX-1654	Triplett, Freddie	10087248		
	Package price for Dixie Youth - Package 1					\$4.12
			Subtotal for DICKERSON, MICHAEL GLENN			\$4.12
03/18/2023	VAN ORSDOL, JAY CAMPBELL	XXX- XX-1236	Triplett, Freddie	10087273		
	Package price for Dixie Youth - Package 1					\$4.12
			Subtotal for VAN ORSDOL, JAY CAMPBELL			\$4.12
03/17/2023	POWELL, WILLIAM S.	XXX- XX-9936	Triplett, Freddie	10087278		
	Package price for Dixie Youth - Package 1					\$4.12
			Subtotal for POWELL, WILLIAM S.			\$4.12
03/18/2023	WILLIAMSON, RYAN LEE	XXX- XX-2902	Triplett, Freddie	10087432		
	Package price for Dixie Youth - Package 1					\$4.12
			Subtotal for WILLIAMSON, RYAN LEE			\$4.12
03/22/2023	FOLEY, CHRISTOPHER WILLIAM	XXX- XX-7848	Triplett, Freddie	10087458		
	Package price for Dixie Youth - Package 1					\$4.12
			Subtotal for FOLEY, CHRISTOPHER WILLIAM			\$4.12
	JARVIS, JASON	XXX-	Triplett, Freddie			

03/20/2023	JEFFREY	XX-8547	10087474		
	Package price for Dixie Youth - Package 1			\$4.12	
		Subtotal for JARVIS, JASON JEFFREY	\$4.12		
03/24/2023	JARMAN, SAM PERRY	XXX- XX-1009	Triplett, Freddie	10087486	
	Package price for Dixie Youth - Package 1			\$4.12	
		Subtotal for JARMAN, SAM PERRY	\$4.12		
03/17/2023	JACKSON, BEN	XXX- XX-4123	Triplett, Freddie	10087519	
	Package price for Dixie Youth - Package 1			\$4.12	
		Subtotal for JACKSON, BEN	\$4.12		
03/19/2023	WHITE, JOSEPH DANIEL	XXX- XX-9961	Triplett, Freddie	10087531	
	Package price for Dixie Youth - Package 1			\$4.12	
		Subtotal for WHITE, JOSEPH DANIEL	\$4.12		
03/26/2023	PERRY, MICHAEL STEVEN	XXX- XX-1465	Triplett, Freddie	10087543	
	Package price for Dixie Youth - Package 1			\$4.12	
		Subtotal for PERRY, MICHAEL STEVEN	\$4.12		
03/17/2023	PERKINS, RONALD MATTHEW	XXX- XX-6427	Triplett, Freddie	10087577	
	Package price for Dixie Youth - Package 1			\$4.12	
		Subtotal for PERKINS, RONALD MATTHEW	\$4.12		
03/22/2023	MYRICK, RYAN LEE	XXX- XX-5577	Triplett, Freddie	10087595	
	Package price for Dixie Youth - Package 1			\$4.12	
		Subtotal for MYRICK, RYAN LEE	\$4.12		
03/20/2023	WORREL, STEPHEN AUGUST	XXX- XX-8888	Triplett, Freddie	10087603	
	Package price for Dixie Youth - Package 1			\$4.12	
		Subtotal for WORREL, STEPHEN AUGUST	\$4.12		
03/19/2023	BOLER, JARED KYLE	XXX- XX-7555	Triplett, Freddie	10087619	
	Package price for Dixie Youth - Package 1			\$4.12	
		Subtotal for BOLER, JARED KYLE	\$4.12		
03/17/2023	TINGSTROM, DANIEL HENRY	XXX- XX-3958	Triplett, Freddie	10087630	
	Package price for Dixie Youth - Package 1			\$4.12	
		Subtotal for TINGSTROM, DANIEL HENRY	\$4.12		
03/28/2023	MCFARLAND, STEVEN EMMANUEL	XXX- XX-1984	Triplett, Freddie	10087636	
	Package price for Dixie Youth - Package 1			\$4.12	
		Subtotal for MCFARLAND, STEVEN EMMANUEL	\$4.12		

03/19/2023	BARKER, THOMAS BLAINE	XXX- XX-1446	Triplett, Freddie	10087640		
	Package price for Dixie Youth - Package 1				\$4.12	
			Subtotal for BARKER, THOMAS BLAINE		\$4.12	
03/20/2023	ENGLISH, STEPHEN CRAIG	XXX- XX-4095	Triplett, Freddie	10087646		
	Package price for Dixie Youth - Package 1				\$4.12	
			Subtotal for ENGLISH, STEPHEN CRAIG		\$4.12	
03/18/2023	BARNES, LAGERRIUS MONTRAI	XXX- XX-0644	Triplett, Freddie	10087659		
	Package price for Dixie Youth - Package 1				\$4.12	
			Subtotal for BARNES, LAGERRIUS MONTRAI		\$4.12	
03/24/2023	MARTIN, CHARLES C.	XXX- XX-2170	Triplett, Freddie	10087671		
	Package price for Dixie Youth - Package 1				\$4.12	
			Subtotal for MARTIN, CHARLES C.		\$4.12	
03/24/2023	HILL, CHARLES C.	XXX- XX-2084	Triplett, Freddie	10087685		
	Package price for Dixie Youth - Package 1				\$4.12	
			Subtotal for HILL, CHARLES C.		\$4.12	
03/17/2023	DOLEAC, MARK JAMES	XXX- XX-8167	Triplett, Freddie	10087688		
	Package price for Dixie Youth - Package 1				\$4.12	
			Subtotal for DOLEAC, MARK JAMES		\$4.12	
03/17/2023	OTIS, WILL CAVETT	XXX- XX-6732	Triplett, Freddie	10087693		
	Package price for Dixie Youth - Package 1				\$4.12	
			Subtotal for OTIS, WILL CAVETT		\$4.12	
03/20/2023	HOOD, WARREN ALTON	XXX- XX-6205	Triplett, Freddie	10087697		
	Package price for Dixie Youth - Package 1				\$4.12	
			Subtotal for HOOD, WARREN ALTON		\$4.12	
03/22/2023	HICKEY, TIFFANY LYNN	XXX- XX-0380	Triplett, Freddie	10087701 -		
	Package price for Dixie Youth - Package 1				\$4.12	
	County Criminal Records Search - Pearl River, Mississippi (ARNAUD, TIFFANY LYNN) - Search Fee				\$6.26	
			Subtotal for HICKEY, TIFFANY LYNN		\$10.38	
03/25/2023	MYERS, BRADLEY M.	XXX- XX-7364	Triplett, Freddie	10087706		
	Package price for Dixie Youth - Package 1				\$4.12	
			Subtotal for MYERS, BRADLEY M.		\$4.12	
03/25/2023	FREEMAN, WILLIAM HENRY	XXX- XX-6941	Triplett, Freddie	10087708		
	Package price for Dixie Youth - Package 1				\$4.12	

				Subtotal for FREEMAN, WILLIAM HENRY	\$4.12	
03/19/2023	GARY, JOSHUA BRIAN	XXX- XX-2986	Triplett, Freddie	10087719		
	Package price for Dixie Youth - Package 1				\$4.12	
			Subtotal for GARY, JOSHUA BRIAN		\$4.12	
03/17/2023	GIESELER, STEPHEN T.	XXX- XX-6666	Triplett, Freddie	10087726		
	Package price for Dixie Youth - Package 1				\$4.12	
			Subtotal for GIESELER, STEPHEN T.		\$4.12	
03/20/2023	MCWILLIAMS, JENNIFER LEIGH	XXX- XX-0301	Triplett, Freddie	10087730		
	Package price for Dixie Youth - Package 1				\$4.12	
			Subtotal for MCWILLIAMS, JENNIFER LEIGH		\$4.12	
03/28/2023	WALTERS, AMBER NICOLE	XXX- XX-4824	Triplett, Freddie	10087758		
	Package price for Dixie Youth - Package 1				\$4.12	
			Subtotal for WALTERS, AMBER NICOLE		\$4.12	
03/22/2023	POSEY, ORLANDO GUY	XXX- XX-6579	Triplett, Freddie	10087762		
	Package price for Dixie Youth - Package 1				\$4.12	
	County Criminal Records Search - Denton, Texas (POSEY, ORLANDO GUY) - Search Fee				\$6.26	
			Subtotal for POSEY, ORLANDO GUY	\$10.38		
03/17/2023	HAIGHT, MATTHEW STAPLETON	XXX- XX-9596	Triplett, Freddie	10087778		
	Package price for Dixie Youth - Package 1				\$4.12	
			Subtotal for HAIGHT, MATTHEW STAPLETON		\$4.12	
03/17/2023	CRAWFORD, OTTO	XXX- XX-1901	Triplett, Freddie	10087785		
	Package price for Dixie Youth - Package 1				\$4.12	
	County Criminal Records Search - Tate, Mississippi (CRAWFORD, OTTO) - Search Fee				\$6.26	
			Subtotal for CRAWFORD, OTTO	\$10.38		
03/19/2023	FELIX, COLBY Y.	XXX- XX-8753	Triplett, Freddie	10087789		
	Package price for Dixie Youth - Package 1				\$4.12	
			Subtotal for FELIX, COLBY Y.		\$4.12	
03/20/2023	CHARLTON, HARRISON JAMES	XXX- XX-3072	Triplett, Freddie	10087795		
	Package price for Dixie Youth - Package 1				\$4.12	
			Subtotal for CHARLTON, HARRISON JAMES		\$4.12	
03/19/2023	RHEAMS, THOMAS STEVEN	XXX- XX-5130	Triplett, Freddie	10087801		
	Package price for Dixie Youth - Package 1				\$4.12	
			Subtotal for RHEAMS, THOMAS STEVEN		\$4.12	
	JOHNSTON, DOLLY	XXX-				

03/17/2023	DARLENE	XX-7334	Triplett, Freddie	10087856		
	Package price for Dixie Youth - Package 1					\$4.12
			Subtotal for JOHNSTON, DOLLY DARLENE	\$4.12		
03/28/2023	STEELE, BRANDON	XXX-	Triplett, Freddie	10165805		
	TREMAINE	XX-0974				
	Package price for Dixie Youth - Package 1					\$4.12
			Subtotal for STEELE, BRANDON TREMAINE	\$4.12		
Total Amount Due:						\$183.58

Terms: Net 30

JDP Accepts Credit Card or ACH for Payment. To see what option is best for you, if this is your first invoice, or haven't set up a payment option, please contact our client services team at 855-940-3232.

All Discrepancies Must Be Brought To Our Attention Within 30 Days.

All Late Fees, Collection Costs, And Attorney's Fees May Be Added To Past Due Accounts.

If you have any questions, please contact us.

JD Palatine dba/JDP

clientservices@jdp.com

855-940-3232



SOUTHGROUP INSURANCE
PO BOX 151
HATTIESBURG MS 39403-0151

04594 -L2

Page 01 of 03

Account Bill

Account No. 7642W2185
Date of This Bill 03/24/23

TOTAL BALANCE	\$450.00
MINIMUM DUE	\$450.00

EXCHANGE CLUB OF HATTIESBURG
P O BOX 211
HATTIESBURG MS 39403

PAYMENT MUST BE RECEIVED BY:

APRIL 13, 2023

ACCOUNT BILLING SUMMARY

POLICY	TYPE	POLICY PERIOD	MIN. DUE	BALANCE	CO
0105597510 LB LIABILITY		04/13/23	\$450.00	\$450.00	12
TOTAL BALANCE			\$450.00	\$450.00	

TRANSACTIONS SINCE LAST STATEMENT

Total Transactions (See Transaction Detail Section)

TOTAL BALANCE

+450.00

TRANSACTION DETAIL

\$450.00

POLICY NUMBER 0105597510 LB LIABILITY
04/13/23 Renewal

450.00

TOTAL TRANSACTIONS

CK # 7955

CONTINUED ON NEXT PAGE

450.00

\$450.00

Please detach this statement and mail with it.

7:33



2 Messages
List of umpire cer... ^ v

They owe \$20.00 which you should hold out of their paychecks.

$12 \times \$20.00 = \240.00

Mike, I also conducted 3 coaches clinics this year in Hattiesburg

there were 57 coaches that attended and the cost is \$5.00 per coach

$57 \times \$5.00 = \285.00 .

This a total of \$525.00. Make check out to MS Dixie Youth Baseball.

I will be umpiring Monday night if you want to leave this check along with my paycheck for Saturday.

Thanks,
Tommy Rheams

UMPIRES

Carey Longstaff

Skip Longstaff

Ryan Holland

Melvin Vincet

Earl Johnston

Jim Dewitt

Otto Crawford

Matthew Haight

Gary Sims

Brandon Jones

Colby Felix

Harrison Charlton

ck# 7994



Umpire Payroll Opening Day

<u>Name</u>	<u>Games</u>	<u>Total</u>
Gary Sims	2 games at \$40 minus \$20 for Umpire Fee	60
Earl Johnston	2 games at \$45 minus \$20 for Umpire Fee	70
Harrison Charlton	2 games at \$45 minus \$20 for Umpire Fee	70
Brandon Jones	2 games at \$45 minus \$20 for Umpire Fee	70
Colby Felix	2 games at \$45 minus \$20 for Umpire Fee	70
Skip Longstaff	3 games at \$40 minus \$20 for Umpire Fee	100
Tommie Rheams	3 games at \$40 minus \$20 for Umpire Fee	100
Melvin Vincent	1 game at \$45; 2 games at \$40 minus \$20 for Umpire Fee	105
Jim DeWitt	3 games at \$45 minus \$20 for Umpire Fee	115

PD 4/3/23
JW

20

16
16
16
48
48
96
32
32

4-1-23 - opening day
Scorekeeper Payroll for Week Ending April 9, 2022

Name	# of Games	Rate per Game	Total
Kristopher	0	\$16.00	\$.00
Delaine Walker	0 3	\$16.00	\$.00
Eli Coward	0 3	\$16.00	\$.00 48.00
Dolly Johnston	0 3	\$16.00	\$.00 48.00
Jackson Wall	0 2	\$16.00	\$.00 32.00
Smith Strin	0	\$16.00	\$.00
Aiden Gibbs	0	\$16.00	\$.00
Noah Brock	0 3	\$16.00	\$.00 48.00
Jackson Smi	0	\$16.00	\$.00

TOTAL: \$.00
324.00

and AWARDS
905 Hardy Street, Suite 104 • Hattiesburg, MS 39401

(601) 58-AWARD

Email: pinebelttrophy1@gmail.com

SOLD TO

HDYB

[illegible]

CR # 7953

Thank you!

Please pay from this invoice. No statement will follow. Thank you.



Bourne Brothers Printing, Inc.
5276 Old Highway 42
Hattiesburg, MS 39401-1205
(601) 582-1808 • Fax: (601) 582-7004

Statement

DATE
3/31/2023

TO:
Hattiesburg Dixie Youth Baseball, Inc.
Attn: Freddie Triplett
P.O. Box 211
Hattiesburg, MS 39403
601-325-0810

		AMOUNT DUE	AMOUNT ENC.		
		\$96.30			
DATE	TRANSACTION	AMOUNT	BALANCE		
02/28/2023	Balance forward		390.55		
03/08/2023	PMT #ck 7922.	-203.30	187.25		
03/08/2023	PMT #ck 7922.	-90.95	96.30		
03/17/2023	INV #87384. Catfish Tickets	32.10	128.40		
03/31/2023	PMT #ck 7931.	-32.10	96.30		
PAST DUE ck # 7976					
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
0.00	0.00	96.30	0.00	0.00	\$96.30

Thank You for Choosing Bourne Brothers for All Your Printing Needs!

Opening Day Payroll

Week 1 Payroll

Umpire Payroll Opening Day

Name	Games	Total
Ryan Holland	2 games at \$45 minus \$20 for Umpire Fee	70
Melvin Vincent	2 games at \$40	80
Cary Longstaff	2 games at \$45	90
Matthew Haight	3 games at \$45	135
Earl Johnston	2 games at \$40; 2 games at \$45	170
Colby Felix	2 games at \$40; 2 games at \$45	170
Brandon Jones	2 games at \$40; 2 games at \$45; Practice game at \$45	215
Harrison Charlton	1 game at \$40; 3 games at \$45; Practice game at \$45	220
Skip Longstaff	3 games at \$40; 2 games at \$45; Practice game at \$45	255
Tommie Rheams	2 games at \$40; 4 games at \$45	260

PAID
4/10/23


04594-L2

TRAVELERS
SOUTHERN GROUP INSURANCE
PO BOX 151
HATTIESBURG MS 39403-0151

Account Bill

Account No. 7642W2185
Date of This Bill 03/24/23

TOTAL BALANCE	\$450.00
MINIMUM DUE	\$450.00

EXCHANGE CLUB OF HATTIESBURG
P O BOX 211
HATTIESBURG MS 39403

PAYMENT MUST BE RECEIVED BY:
APRIL 13, 2023

POLICY	TYPE	POLICY PERIOD	MIN. DUE	BALANCE	CO
0105597510	LB LIABILITY	04/13/23	\$450.00	\$450.00	12
TOTAL BALANCE			\$450.00	\$450.00	

TRANSACTIONS SINCE LAST STATEMENT				
Total Transactions (See Transaction Detail Section)				
TOTAL BALANCE				+450.00

TRANSACTION DETAIL				
POLICY NUMBER 0105597510 LB LIABILITY				
04/13/23	Renewal			450.00

TOTAL TRANSACTIONS				\$450.00
CONTINUED ON NEXT PAGE				

CK # 7955

Please detach the payment coupon and mail with your payment in the enclosed envelope to:
TRAVELERS CL REMITTANCE CENTER, PO BOX 660317, DALLAS, TX 75266-0317.

From: **Mike Smith** redbird195158@yahoo.com
Subject: **Fwd: Confirmation - Sadler Sports Insurance**
Date: **Feb 23, 2023 at 8:32:06 AM**
To: **Freddie Triplett** freddie.triplett@spireenergy.com

Begin forwarded message:

From: Notification@payontheweb.com
Date: February 23, 2023 at 8:23:42 AM CST
To: redbird195158@yahoo.com
Subject: Confirmation - Sadler Sports Insurance

This confirms that you have successfully submitted payment information to Sadler Sports Insurance.
Your payment will be processed on the next available business day.

Method of Payment....: ACH
Transaction Date/Time: 2/23/2023 9:23 AM
ConfirmationNumber...:

-- Your Information --

Last Name/Company Name: Dixie Youth Baseball
First Name.....:
Address 1.....: P. O. Box 211
Address 2.....:
City, State Zip.....: Hattiesburg, MS 39403
Phone.....: [\(601\) 310-0019](tel:(601)310-0019)
Email Address.....: redbird195158@yahoo.com

ACH Information:

-- Financial Institution --

ABA Number.....: 084201278

Amount of Payment.....\$1,990.90

ACH Memo.....:

It has been our pleasure providing you this automated payment option serviced by AutoScribe Corporation.

If you have any questions, please call Sadler Sports Insurance at 1-800-622-7370.

Thank you for your payment.



2902 Hardy St
Ste 60
Hattiesburg, MS 39401
(601) 602-5413

PAID
IN
FULL

INVOICE 2153-10932

Completed Date: 7/24/2023
Payment Terms: Cash Customer
Payment Due Date: 7/24/2023

Created Date: 6/22/2023

DESCRIPTION: Field Sponsorship Chick Fil A

Bill To: Dixie Youth Baseball
none
none, MS 39401
US

Pickup At: FASTSIGNS
2902 Hardy St
Ste 60
Hattiesburg, MS 39401
US

Ordered By: Freddie Triplett
Email: Freddie.Triplett@spireenergy.com
Work Phone: (601) 336-4102
Cell Phone: (601) 325-0810

Salesperson: Amanda Blackburn
Email: amanda.blackburn@fastsigns.com

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	3mil ACM 96x48 (3) SS Chick Fil A	3	\$405.18	\$1,215.54	\$1,215.54
1.1.1	Dibond/Max Metal 3mm - Part Qty: 1 Width: 96.00" Height: 48.00" Sides: 1				
1.1.2	Vinyl - Calendered 510 (Overlay) - Part Qty: 1 Width: 96.00" Height: 48.00"				
1.1.3	Laminate- 3 mil UV Gloss 3420 - Part Qty: 1 Width: 96.00" Height: 48.00"				

CR # 1252

Subtotal:	\$1,215.54
Taxable Amount:	\$1,215.54
Taxes:	\$85.09
Grand Total:	\$1,300.63
Amount Paid:	\$1,300.63
BALANCE DUE:	\$0.00

TRANSACTIONS		
Date	Type	Amount
9/28/2023	Check 1252	\$1,300.63

There will be a 3% transaction fee added to all credit card transactions over \$100.

Thank you for the opportunity to earn your business.
Each location is individually owned and operated.



2902 Hardy St
Ste 60
Hattiesburg, MS 39401
(601) 602-5413

PAID
IN
FULL

INVOICE

2153-10971

Completed Date: 7/24/2023
Payment Terms: Cash Customer
Payment Due Date: 7/24/2023

Created Date: 6/29/2023

DESCRIPTION: Field Sponsorship- FCBOS, Hattiesburg, D-Bat, Hancock Whitney

Bill To: Dixie Youth Baseball
none
none, MS 39401
US

Pickup At: FASTSIGNS
2902 Hardy St
Ste 60
Hattiesburg, MS 39401
US

Ordered By: Freddie Triplett
Email: Freddie.Triplett@spireenergy.com
Work Phone: (601) 336-4102
Cell Phone: (601) 325-0810

Salesperson: Amanda Blackburn
Email: amanda.blackburn@fastsigns.com

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	3mil ACM 96x48 (4) SS	4	\$405.18	\$1,620.72	\$1,620.72
1.1.1	Dibond/Max Metal 3mm - Part Qty: 1 Width: 96.00" Height: 48.00" Sides: 1				
1.1.2	Vinyl - Calendered 510 (Overlay) - Part Qty: 1 Width: 96.00" Height: 48.00"				
1.1.3	Laminate- 3 mil UV Gloss 3420 - Part Qty: 1 Width: 96.00" Height: 48.00"				

Subtotal:	\$1,620.72
Taxable Amount:	\$1,620.72
Taxes:	\$113.45
Grand Total:	\$1,734.17
Amount Paid:	\$1,734.17
BALANCE DUE:	\$0.00

TRANSACTIONS		
Date	Type	Amount
9/28/2023	Check 1252	\$1,734.17

There will be a 3% transaction fee added to all credit card transactions over \$100.

Thank you for the opportunity to earn your business.
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2902 Hardy St
Ste 60
Hattiesburg, MS 39401
(601) 602-5413

PAID
IN
FULL

INVOICE

2153-11096

Completed Date: 8/4/2023
Payment Terms: Cash Customer
Payment Due Date: 8/4/2023

Created Date: 7/25/2023

DESCRIPTION: Visit Hattiesburg/ Practice Field

Bill To:	Dixie Youth Baseball	Pickup At:	FASTSIGNS
	none		2902 Hardy St
	none, MS 39401		Ste 60
	US		Hattiesburg, MS 39401
			US

Ordered By:	Freddie Triplett	Salesperson:	Amanda Blackburn
Email:	Freddie.Triplett@spireenergy.com	Email:	amanda.blackburn@fastsigns.com
Work Phone:	(601) 336-4102		
Cell Phone:	(601) 325-0810		

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	3mil ACM 96x48- Visit Hattiesburg	1	\$405.18	\$405.18	\$405.18
1.1.1	Dibond/Max Metal 3mm - Part Qty: 1 Width: 96.00" Height: 48.00" Sides: 1				
1.1.2	Vinyl - Calendered 510 (Overlay) - Part Qty: 1 Width: 96.00" Height: 48.00"				
1.1.3	Laminate- 3 mil UV Gloss 3420 - Part Qty: 1 Width: 96.00" Height: 48.00"				
2	3mil ACM 96x48- Practice Field	1	\$405.18	\$405.18	\$405.18
2.1.1	Dibond/Max Metal 3mm - Part Qty: 1 Width: 96.00" Height: 48.00" Sides: 1				
2.1.2	Vinyl - Calendered 510 (Overlay) - Part Qty: 1 Width: 96.00" Height: 48.00"				
2.1.3	Laminate- 3 mil UV Gloss 3420 - Part Qty: 1 Width: 96.00" Height: 48.00"				

Subtotal:	\$810.36
Taxable Amount:	\$810.36
Taxes:	\$56.73
Grand Total:	\$867.09
Amount Paid:	\$867.09
BALANCE DUE:	\$0.00

TRANSACTIONS		
Date	Type	Amount
9/28/2023	Check 1252	\$867.09

There will be a 3% transaction fee added to all credit card transactions over \$100.

Thank you for the opportunity to earn your business.
Each location is individually owned and operated.

Invoice #17686
Blank Shirts



American Graphics
8 Commercial Warehouse Drive
Hattiesburg, Mississippi 39402
601-602-2277
<http://www.goamericangraphics.com>
stan.welborn81@gmail.com

Created August 24, 2023
Customer Due Date August 24, 2023
Invoice Date August 24, 2023
Payment Due Date August 24, 2023
Total \$3,201.98
Outstanding \$3,201.98

Customer Billing
Hattiesburg Youth Baseball Association
Freddie Triplett
Freddie.Triplett@spireenergy.com

Customer Shipping

Category	Item #	Color	Description	YS	YM	YL	YXL	S	M	L	XL	2XL	3XL	Qty	Items	Price	Taxed	Total
Shirts	64000	Navy		25	55	50	20	25	100	100	75			450	\$2.75	X	\$1,237.50	
Shirts	64000	Navy										25		25	\$4.45	X	\$111.25	
Shirts	64000	Navy											25	25	\$5.90	X	\$147.50	
Shirts	64000	Red		25	55	50	20	25	100	100	75			450	\$2.75	X	\$1,237.50	
Shirts	64000	Red										25		25	\$4.45	X	\$111.25	
Shirts	64000	Red											25	25	\$5.90	X	\$147.50	

Total Quantity 1000
Item Total \$2,992.50
Fees Total \$0.00
Sub Total \$2,992.50
Tax \$209.48 (7%)
Total Due \$3,201.98
Paid \$0.00
Outstanding \$3,201.98

ck # 1251

Mahaffey's QUALITY PRINTING, INC.
Phone: 601-353-9663
P. O. Box 23999
Jackson MS 39225

Invoice

Customer Number
223912
Invoice No.
57160

Bill To: Visit Hattiesburg
P.O. Box 1103
Hattiesburg MS 39403

Ship To:

Date	Salesperson	Order Date	Order No.	Purchase Order No.	Special Instructions
7/24/2023	39	7/18/2023			Paige Robertson
Qty. Ordered	Qty. Shipped	U/M	Description / Stock Number	Unit Price	Amount
375.00			DYB Program Book	\$4,995.00	\$4,995.00
ck # 1249					
Payment/Terms: Net 30				Subtotal	\$4,995.00
				8.000% Tax	
				Freight Charges	
Received By : x _____				Total Amount Due	\$4,995.00

7/29/2023 7:49:02 AM
Order Number: 131863
Circle K 2723399
4904 Hardy Street
Hattiesburg, MS 39402
(601) 268-1073

Register:100
(DUPLICATE RECEIPT)
(DUPLICATE RECEIPT)

ICR

Pay at Pump Sale
Pump # 8 UNL-REG
22.545 Gallons @ \$3.099/Gal \$69.67
Sub. Total: \$69.87
Tax: \$0.00
Total: \$69.87
Discount Total: \$0.00
Debit: \$69.87
Change \$0.00

SALE
Debit
Card Num : (C)
XXXXXXXXXXXX9625
Chip Read

USD\$ 69.87

DEBIT
AID: A0000000042203
TVR: 8000048000
IAD:
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
TSI: 6800
ARC: 00
ARQC:
299EB685A3EB95FB

07/29/2023 07:46:55
Verified by PIN

By entering a
verified PIN,
cardholder agrees to
pay issuer such
total in accordance
with issuer's
agreement with
cardholder.

I agree to pay the
above total amount
according to Card
Issuer Agreement.

Thank You
Come Again

		Div. 1	Div. 1	Div. 2	Div. 2
		8U	8U	8U	8U
		Field 1	Field 2	Field 3	Field 4
Friday 7/28 Pool Play	10:00am	Jackson	Marcus	Tim	Andrew
	11:30am	Jackson	Marcus	Tim	Andrew
	1:00pm	Jackson	Marcus		
	2:30pm	Jackson	Marcus		
	3:00pm			Tim	Andrew
	4:00pm	Dolly	Marcus		
	4:30pm			Tim	Andrew
	5:30pm	Dolly	Marcus		
	6:00pm			Tim	Andrew
Saturday 7/29 Bracket Play	10:00am	Jackson	Marcus	Dolly	Andrew
	11:30am	Jackson	Marcus	Dolly	Andrew
	1:00pm	Jackson	Marcus	Dolly	
	4:00pm	Jackson	Marcus		
	4:30pm			Dolly	Tim
	5:30pm	Jackson	Marcus		
	6:00pm			Dolly	Tim
	7:00pm	Jackson	Marcus		
Sunday 7/30 Bracket Play	1:00pm	Jackson	Marcus		
	1:30pm			Dolly	Andrew
	2:30pm	Jackson	Marcus		
	3:00pm			Dolly	
	5:00pm			Dolly	
	5:30pm	Jackson	Marcus		
	6:00pm				Tim
	6:30pm			Dolly	
	7:00pm	Jackson	Marcus		
Monday 7/31 Bracket Play	10:30am			Marcus	Tim
	11:00am	Jackson	Dolly		
	2:00pm			Marcus	
	2:30pm	Jackson			
Tuesday 8/1 Bracket Play	10:00am				Marcus
	10:30am	Jackson			

UMPIRE SCHEDULE

DYB AA World Series – Monday, July 31, 2023

- 1. Paul Meissner – PEM
- 2. Mike Marlowe – MV
- 3. Mark Kinney – MK
- 4. Bruce Chesnutt – BC
- 5. Jim Thompson – JT
- 6. Kevin Bryan – KB
- 7. Cary Longstaff – CL
- 8. Earl Johnston –
- 9. Barry Lentz –
- 10. Jason Mims –
- 11. Jack Knotek – JPK
- 12. Wesley Ryder – WR

100
\$50
\$50
\$50
\$50
\$50
50
100
100
100
100
100

80 DIXIE PLANT WORLD SERIES

PAYMENTS - 7/29/23

UMPIRES

11

GAMES

44 @ \$50

AMOUNT

\$ 2,200.00

SCORE KEEPS

WORKERS

KITHAN MURF

21 @ \$10.00

210.00

J.T. SMITH

21 @ \$10.00

210.00

JACKSON SMITH

21 @ \$10.00

210.00

630

+ 760

1,390

ADRIAN

ETHAN BLAKE
J.T. SMITH
JACKSON SMITH

5 CUB
KELLY

UMPIRE

8 U WORLD SERIES
PAID 8075 7/29/23
63 GAMES @ \$50
\$3,150

8U DYB WORLD SERIES
PAID OUTS 7/30/23

UMPIRES

13 @ \$50

\$1,950.00

SCORE KEEPERS

WORKERS

ETHAN MORT
J.T. SMITH

GAS FORCARS

\$70.00

80 WORLD SERIES

UMPIRES - 900 18 @ 50

~~STADIUM~~

ANNOUNCERS - TIM SHANKS - 9 VOLUNTEER

- ANDREW WEIST - 9 11

15 - DOLLY JOHNSON - 12 @ 20 - 240

- JACKSON WALL - 15 @ 20 - 300

- MARCUS GRANT - 12 @ 20 - 240

(15) TODAY

18 (TODAY)

WORKERS

JACKSON SMITH - 20 @ 10 - 200

J.J. SMITH - 28 @ 10 - 280

KATHAN BURT - 28 @ 10 - 280

760

UMPIRE SCHEDULE

DVB AA World Series – Sunday, July 30, 2023

- ✓ 1. Paul Meissner – 3 games
- ✓ 2. Mike Marlowe – 3 Games
- ✓ 3. Mark Kinney – 3 games
- ✓ 4. Bruce Chesnut – 3 games
- ✓ 5. Jim Thompson – 3 games
- ✓ 6. Kevin Bryan – 3 games
- ✓ 7. Grant Williamson – 3 games
- ✓ 8. Cary Longstaff – 3 games
- ✓ 9. Earl Johnston – 3 games
- ✓ 10. Barry Lentz – 3 games
- ✓ 11. Jason Mims – 3 games
- ✓ 12. Jack Knotek – 3 games
- ✓ 13. Wesley Ryder – 3 games

UMPIRE SCHEDULE

DYB AA World Series – Saturday, July 29, 2023

- ✓ 1. Paul Meissner – 3 games ✓
- ✓ 2. Mike Marlowe – 4 Games ✓
- ✓ 3. Mark Kinney – 4 games ✓
- ✓ 4. Bruce Chesnutt – 4 games ✓
- ✓ 5. Jim Thompson – 4 games ✓
- ✓ 6. Kevin Bryan – 4 games ✓
- ✓ 7. Grant Williamson – 4 games ✓
- ✓ 8. Cary Longstaff – 4 games ✓
- ✓ 9. David Bullock – 4 games ✓
- ✓ 10. Jim Dewitt – 4 games ✓
- ✓ 11. Earl Johnston – 4 games ✓
- ✓ 12. Stuart Cook – 4 games ✓
- ✓ 13. Barry Lentz – 4 games ✓
- ✓ 14. Jason Mims – 4 games ✓
- ✓ 15. Jack Knotek – 4 games ✓
- ✓ 16. Wesley Ryder – 4 games ✓



sam's club

CLUB MANAGER JASON COLLIE

(601) 261 - 2171

HATTIESBURG, MS

07/24/23 08:26 7868 06503 001

3233

597950 6' BANQUET
597950 6' BANQUET
990019653 CANOPY
990019653 CANOPY
377888 G27 16PK BL
377888 G27 16PK BL
744576 24CT SHARPI
980204735 MM COPY PAP
SUBTOTAL
TAX 1 7.000 %
TOTAL
ECA CHECK TEND
CHANGE DUE
69.98 T
69.98 T
99.98 T
99.98 T
99.98 T
11.74 T
11.74 T
13.42 T
39.87 T
416.69
29.17
445.86
445.86
0.00

When you pay by check, you authorize us to use its information to process an Electronic Funds Transfer (EFT) or a draft drawn on your account, or to process the payment as a check. If payment is returned unpaid, you authorize collection of your payment and the Return Fee below by EFT(s) or draft(s) drawn on your account. Call 888-905-3388 with any questions. RETURN FEE AMOUNT 40.00

New! Free shipping for Plus members. Learn more: samclub.com/freeshipping. Visit samclub.com to see your savings.

ITEMS SOLD 8

TC# 9424 9380 4360 5580 4187 7



Sam's Club

NHOG

DATE	DESCRIPTION	AMOUNT	BALANCE
11/01/98	CHINAT PLAT	6150.43	6150.43
11/01/98	CHINAT PLAT	6150.43	12300.86
11/01/98	LANCETOASTYF	3408.55	15709.41
11/01/98	LANCETOASTYF	3408.55	19117.96
11/01/98	LANCETOASTYF	3408.55	22526.51
11/01/98	LANCETOASTYF	3408.55	25935.06
11/01/98	LANCETOASTYF	3408.55	29343.61
11/01/98	LANCETOASTYF	3408.55	32752.16
11/01/98	LANCETOASTYF	3408.55	36160.71
11/01/98	LANCETOASTYF	3408.55	39569.26
11/01/98	LANCETOASTYF	3408.55	42977.81
11/01/98	LANCETOASTYF	3408.55	46386.36
11/01/98	LANCETOASTYF	3408.55	49794.91
11/01/98	LANCETOASTYF	3408.55	53203.46
11/01/98	LANCETOASTYF	3408.55	56612.01
11/01/98	LANCETOASTYF	3408.55	60020.56
11/01/98	LANCETOASTYF	3408.55	63429.11
11/01/98	LANCETOASTYF	3408.55	66837.66
11/01/98	LANCETOASTYF	3408.55	70246.21
11/01/98	LANCETOASTYF	3408.55	73654.76
11/01/98	LANCETOASTYF	3408.55	77063.31
11/01/98	LANCETOASTYF	3408.55	80471.86
11/01/98	LANCETOASTYF	3408.55	83880.41
11/01/98	LANCETOASTYF	3408.55	87288.96
11/01/98	LANCETOASTYF	3408.55	90697.51
11/01/98	LANCETOASTYF	3408.55	94106.06
11/01/98	LANCETOASTYF	3408.55	97514.61
11/01/98	LANCETOASTYF	3408.55	100923.16
11/01/98	LANCETOASTYF	3408.55	104331.71
11/01/98	LANCETOASTYF	3408.55	107740.26
11/01/98	LANCETOASTYF	3408.55	111148.81
11/01/98	LANCETOASTYF	3408.55	114557.36
11/01/98	LANCETOASTYF	3408.55	117965.91
11/01/98	LANCETOASTYF	3408.55	121374.46
11/01/98	LANCETOASTYF	3408.55	124783.01
11/01/98	LANCETOASTYF	3408.55	128191.56
11/01/98	LANCETOASTYF	3408.55	131600.11
11/01/98	LANCETOASTYF	3408.55	135008.66
11/01/98	LANCETOASTYF	3408.55	138417.21
11/01/98	LANCETOASTYF	3408.55	141825.76
11/01/98	LANCETOASTYF	3408.55	145234.31
11/01/98	LANCETOASTYF	3408.55	148642.86
11/01/98	LANCETOASTYF	3408.55	152051.41
11/01/98	LANCETOASTYF	3408.55	155460.06
11/01/98	LANCETOASTYF	3408.55	158868.61
11/01/98	LANCETOASTYF	3408.55	162277.16
11/01/98	LANCETOASTYF	3408.55	165685.71
11/01/98	LANCETOASTYF	3408.55	169094.26
11/01/98	LANCETOASTYF	3408.55	172502.81
11/01/98	LANCETOASTYF	3408.55	175911.36
11/01/98	LANCETOASTYF	3408.55	179320.01
11/01/98	LANCETOASTYF	3408.55	182728.56
11/01/98	LANCETOASTYF	3408.55	186137.11
11/01/98	LANCETOASTYF	3408.55	189545.66
11/01/98	LANCETOASTYF	3408.55	192954.21
11/01/98	LANCETOASTYF	3408.55	196362.76
11/01/98	LANCETOASTYF	3408.55	199771.31
11/01/98	LANCETOASTYF	3408.55	203180.06
11/01/98	LANCETOASTYF	3408.55	206588.61
11/01/98	LANCETOASTYF	3408.55	210000.00
11/01/98	LANCETOASTYF	3408.55	213408.55
11/01/98	LANCETOASTYF	3408.55	216817.10
11/01/98	LANCETOASTYF	3408.55	220225.65
11/01/98	LANCETOASTYF	3408.55	223634.20
11/01/98	LANCETOASTYF	3408.55	227042.75
11/01/98	LANCETOASTYF	3408.55	230451.30
11/01/98	LANCETOASTYF	3408.55	233

When you pay by check, you authorize us to use its information to process an Electronic Funds Transfer (EFT) or a draft drawn on your account, or to process the payment as a check. If payment is returned unpaid, you authorize collection of your payment and the Return Fee below by EFTs or drafts) drawn on your account. Call 888-906-3388 with any questions.

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 or call: 800-855-8585 to see your savings

1. 1990年12月1日

Invoice #17329
DYB World Series 2023



American Graphics
8 Commercial Warehouse Drive
Hattiesburg, Mississippi 39402
601-802-2277
<http://www.goamericangraphics.com>
stan.webster81@gmail.com

Created July 6, 2023
Customer Due Date July 24, 2023
Invoice Date July 6, 2023
Payment Due Date July 24, 2023
Total \$13,054.00
Outstanding \$13,054.00

Customer Billing
Hattiesburg Youth Baseball Association
Freddie Triplett
Freddie.Triplett@spireenergy.com

Customer Shipping
Hattiesburg Youth Baseball Association
Freddie Triplett

Category	Item #	Color	Description	YS	YM	YL	YXL	S	M	L	XL	2XL	3XL	Qty	Item Price	Taxed	Total
Shirts	64000	Navy		25	55	50	20	25	100	100	75			450	\$8.25	X	\$3,712.50
Shirts	64000	Navy											25	25	\$8.75	X	\$243.75
Shirts	64000	Navy											25	25	\$10.75	X	\$268.75
Shirts	64000	Red		25	55	50	20	25	100	100	75			450	\$8.25	X	\$3,712.50
Shirts	64000	Red											25	25	\$8.75	X	\$243.75
Shirts	64000	Red											25	25	\$10.75	X	\$268.75
Hats	6005	Navy/White												250	\$15.00	X	\$3,750.00



Total Quantity 1250
Item Total \$12,200.00
Fees Total \$0.00
Sub Total \$12,200.00
Tax \$854.50 (7%)
Total Due \$13,054.00
Paid \$0.00
Outstanding \$13,054.00

CR #
1237



To: Triplett, Freddie
<Freddie.Triplett@spireenergy.com>
Subject:

Hattiesburg Police Dept. Accounting
#1 Government Plaza
Hattiesburg, MS 39401

Invoice

Date	Invoice #
8/2/2023	881

Bill To
HATTIESBURG DIXIE YOUTH FREDDIE TRIPLETT 354 BAKER RD PURVIS, MS 39475

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
11		32.00	352.00
12	7.29.23	32.00	384.00
6.75	7.30.23	32.00	216.00
7	7.31.23	32.00	224.00
Please include a copy of your invoice with payment. Thank you		Total	\$1,176.00

CKH
1248

See More



9:34

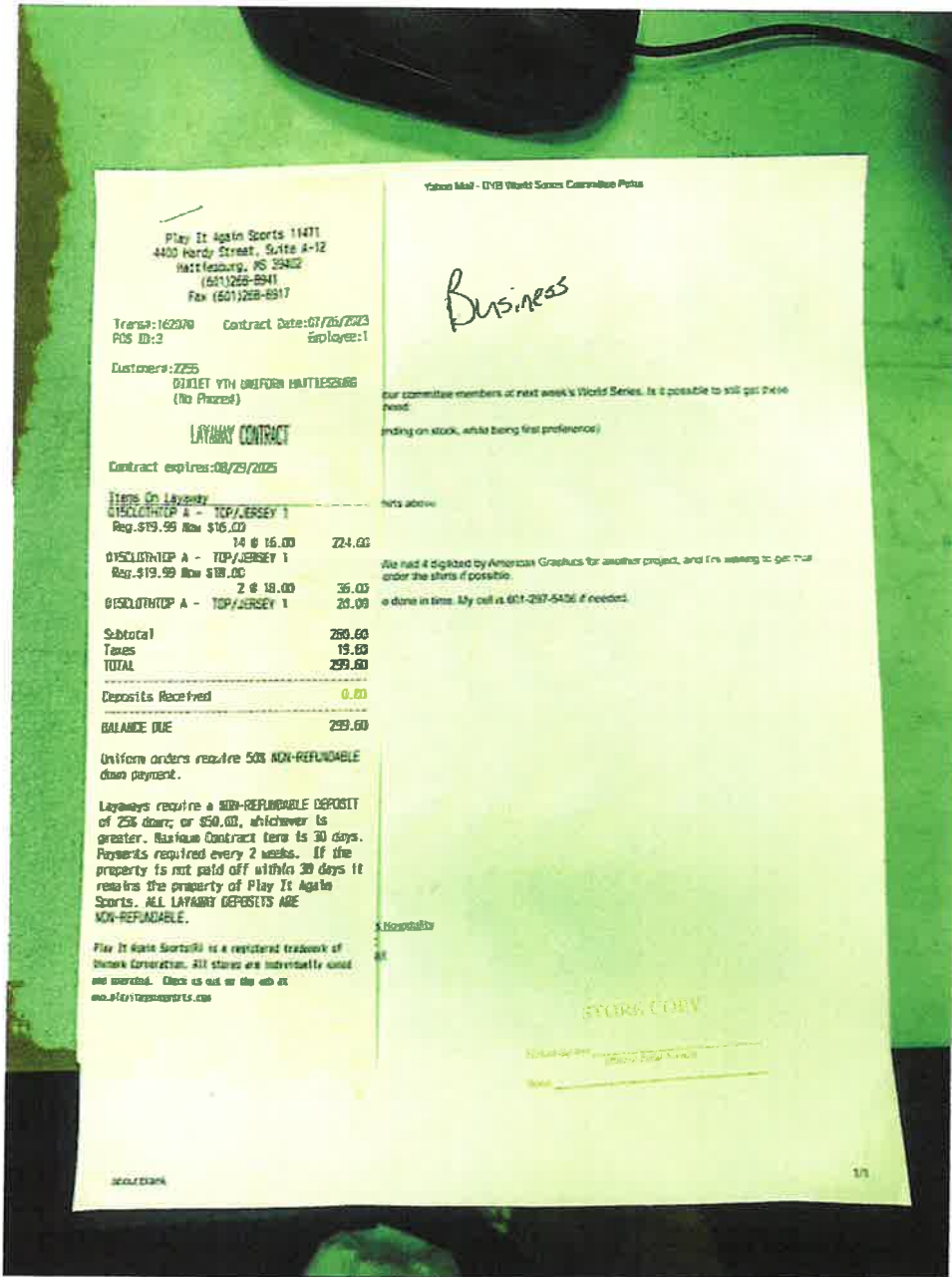


3

2 Messages
Invoice for World...



CKH
1247





AV TECH INVOICE

Full Name:	Katie Rupert	INVOICE TOTAL 60.00
Address:	36 Summer Place, Hattiesburg, MS 39402	
Event:	BU World Series Worship Service	

Date:	July 30, 2023
-------	---------------

Event Timesheet			
Date	Time In	Time Out	Total Hours
7/30/2023	8:00 AM	11:00 AM	3.00
		Total Hours	3.00
		Hourly Pay	20.00
		Total Pay:	60.00

CK# 1244



AV TECH INVOICE

Full Name:	Andrew Shelton	INVOICE TOTAL 120.00
Address:	421 Janet Ln, Hattiesburg, MS 39402	
Event:	8U World Series Worship Service	

Date:	July 30, 2023
-------	---------------

Event Timesheet			
Date	Time In	Time Out	Total Hours
7/29/2023	7:30 PM	10:30 PM	3.00
7/30/2023	8:00 AM	11:00 AM	3.00
Total Hours			6.00
Hourly Pay			20.00
Total Pay:			120.00

CK# 1245

From: Triplett, Freddie Freddie.Triplett@spireenergy.com
Subject: Fwd: Invoice 15913 from SWETMAN SECURITY
SERVICE INC
Date: Jul 25, 2023 at 11:32:18 AM
To: Mike Smith redblrd195158@yahoo.com

For USM security

Get [Outlook for iOS](#)

From: Accounting <accounting@swetmansecurity.com>
Sent: Tuesday, July 25, 2023 10:56:10 AM
To: Triplett, Freddie <Freddie.Triplett@spireenergy.com>
Cc: Events <events@swetmansecurity.com>
Subject: Invoice 15913 from SWETMAN SECURITY SERVICE INC

△ External email

Invoice [Due 08/24/2023](#)

Amount Due: **\$240.00**

Good Morning – please see attached invoice for your event on
Thursday. Should you have any questions, please let me know.

Thank you – we appreciate your business.

Kind Regards,

Ashley Warner
Accounts Manager
Swetman Security Inc.
[180 Delauney Street](#)
Biloxi, MS 39530
P: [228.374.4528](tel:228.374.4528)
F: [228.435.1955](tel:228.435.1955)

CK #1241



Invoice

Bill To
Hattiesburg Dixie Youth Baseball
Attn: Freddie Triplett
PO BOX 211
Hattiesburg, MS 39403

Date	Invoice #
7/25/2023	15913

P.O. No.	Terms
	DUE ON RECPT

Quantity	Description	Rate	Amount
	Security Guard Services		
	July 27, 2023		
12	Security Guard - 3 Guards - 4 Hours (5p-9p)	20.00	240.00
		Total	\$240.00
		Payments/Credits	\$0.00
		Balance Due	\$240.00

180 Delauncy Street - Biloxi, MS 39530 - Phone (228) 374-4528 - Fax (228) 435-1955

ck # 1241

BMH Marketing, LLC

148 Greenway Ln
Madison, MS 39110 US
+1 6019063491
bethany@qualityprinting.com



BILL TO:
Alexis Rutland
Visit Hattiesburg
308 Newman Street
Hattiesburg, MS 39401

SHIP TO:
Alexis Rutland
Visit Hattiesburg
308 Newman Street
Hattiesburg, MS 39401

INVOICE A1455
DATE 07/14/2023
TERMS Net 30
DUE DATE 08/13/2023

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
Drawstring Backpacks	250	Drawstring Backpacks with Front Zipper	2.29	572.50T
Drawstring Backpacks	1	Set up Charge	50.00	50.00T
Drawstring Backpacks	1	Shipping	64.01	64.01T
SUBTOTAL				686.51
TAX				0.00
TOTAL				686.51
PAYMENT				686.51
BALANCE DUE				\$0.00
				PAID

Expected arrival: Tue 07/18 11:59 PM

Declared value: \$100.00

Package ID: 3825 0.00

Contents:

Baseball Bats

Tracking #: 1ZA8H0090301289171

Expected arrival: Tue 07/18 11:59 PM

Declared value: \$100.00

Package ID: 3826 0.00

Contents:

Baseball Bats

Tracking #: 1ZA8H0090311665389

Expected arrival: Tue 07/18 11:59 PM

Declared value: \$100.00

SUBTOTAL 1,020.28

TAX 0.00

TOTAL 1,020.28

TEND MasterCard 1,020.28

Discounts: \$240.00

Total savings: \$240.00

Total shipments: 12

Jason Mitchell

07/14/2023

#599 11:41 AM

Workstation: 0 - Main Workstation

Signature _____

Thank you for your business

4:04



6 Messages

Purchase receipt



Baseball Bats

Tracking #: 1ZA8H0090339365455

Expected arrival: Tue 07/18 11:59 PM

Declared value: \$100.00

Package ID: 3819 118.89

\$20.00 discount -20.00

Contents:

Baseball Bats

Tracking #: 1ZA8H0090328686263

Expected arrival: Tue 07/18 11:59 PM

Declared value: \$100.00

Package ID: 3820 118.89

\$20.00 discount -20.00

Contents:

Baseball Bats

Tracking #: 1ZA8H0090337314272

Expected arrival: Tue 07/18 11:59 PM

Declared value: \$100.00

Package ID: 3821 118.89

\$20.00 discount -20.00

Contents:

Baseball Bats

Tracking #: 1ZA8H0090329313485

Expected arrival: Tue 07/18 11:59 PM

Declared value: \$100.00

Package ID: 3826 0.00

Contents:

Baseball Bats

Tracking #: 1ZA8H0090311665389

Expected arrival: Tue 07/18 11:59 PM

Declared value: \$100.00

Package ID: 3827 0.00

Contents:

Baseball Bats

Tracking #: 1ZA8H0090322978315

Expected arrival: Tue 07/18 11:59 PM

Declared value: \$100.00

Package ID: 3828 0.00





6

6 Messages
Purchase receipt



Contents:

Baseball Bats
Tracking #: 1ZA8H0090338702323
Expected arrival: Tue 07/18 11:59 PM
Declared value: \$100.00
Package ID: 3829 0.00

Contents:

Baseball Bats
Tracking #: 1ZA8H0090325317532
Expected arrival: Tue 07/18 11:59 PM
Declared value: \$100.00

****VOID**Shipment-----**

UPS Ground - Residential

Ship To:

Freddie Tripplett
354 BAKER RD
PURVIS, MS 39475-3906

Package ID: 3822 0.00

Contents:

Baseball Bats
Tracking #: 1ZA8H0090313438166
Expected arrival: Tue 07/18 11:59 PM
Declared value: \$100.00
Package ID: 3823 0.00

Contents:

Baseball Bats
Tracking #: 1ZA8H0090320427897
Expected arrival: Tue 07/18 11:59 PM
Declared value: \$100.00
Package ID: 3824 0.00

Contents:

Baseball Bats
Tracking #: 1ZA8H0090339681505
Expected arrival: Tue 07/18 11:59 PM
Declared value: \$100.00
Package ID: 3825 0.00

Contents:

Baseball Bats
Tracking #: 1ZA8H0090301289171



4:04



6 Messages
Purchase receipt

Tracking #: 1ZA8H0090331950363

Expected arrival: Tue 07/18 11:59 PM

Declared value: \$100.00

Package ID: 3835 98.09

\$20.00 discount -20.00

Contents:

Bats

Tracking #: 1ZA8H0090336370374

Expected arrival: Tue 07/18 11:59 PM

Declared value: \$100.00

Package ID: 3836 98.09

\$20.00 discount -20.00

Contents:

Bats

Tracking #: 1ZA8H0090331201583

Expected arrival: Tue 07/18 11:59 PM

Declared value: \$100.00

Package ID: 3837 98.09

\$20.00 discount -20.00

Contents:

Bats

Tracking #: 1ZA8H0090300985214

Expected arrival: Tue 07/18 11:59 PM

Declared value: \$100.00

Package ID: 3838 98.09

\$20.00 discount -20.00

Contents:

Bats

Tracking #: 1ZA8H0090313302221

Expected arrival: Tue 07/18 11:59 PM

Declared value: \$100.00

Shipment-----

UPS Ground - Residential

Ship To:

Alan Reed

103 CREEKVIEW CIR

ROCKWOOD, TN 37854-4556

Package ID: 3818 118.89



4:04



6 Messages

Purchase receipt



ASAP Shipping Services
118 Nacogdoches St
CENTER, TX 75935
936-598-8231

Shipment-----

UPS Ground - Residential

Ship To:

Freddie Tripplett

354 BAKER RD

PURVIS, MS 39475-3906

Package ID: 3831 98.09

\$20.00 discount -20.00

Contents:

Baseball Bats

Tracking #: 1ZA8H0090317670791

Expected arrival: Tue 07/18 11:59 PM

Declared value: \$100.00

Package ID: 3832 98.09

\$20.00 discount -20.00

Contents:

Bats

Tracking #: 1ZA8H0090306489400

Expected arrival: Tue 07/18 11:59 PM

Declared value: \$100.00

Package ID: 3833 98.09

\$20.00 discount -20.00

Contents:

bats

Tracking #: 1ZA8H0090325077551

Expected arrival: Tue 07/18 11:59 PM

Declared value: \$100.00

Package ID: 3834 98.09

\$20.00 discount -20.00





Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, September 3, 2024
Re: Acknowledge receipt of the 2023-2024 End-of-Year Report for the University of Southern Mississippi Symphony & Opera Community & Educational Outreach Program.
File Number: 2024-434
Minute Book #

Summary

2023-2024 End-of-Year Report for the University of Southern Mississippi Symphony & Opera Community & Educational Outreach Program.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 3, 2024 City Council meeting for consideration.



A Collaboration between
The Arts Institute of Mississippi (AIM)



ARTS INSTITUTE OF MISSISSIPPI
The University of Southern Mississippi

&

The Hattiesburg Concert Association (HCA)



End of Year Report 2023-2024

Community and Educational Outreach Program
End-of-Year Report 2023-24

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Overview of Goals

The purpose of this narrative is to report the projects of the Community and Educational Outreach Program (CEOP) during the 2023-24 year. Funding from the City of Hattiesburg grant is used to support all aspects of this project. During this period, the projects of the Community and Educational Outreach Program provided a professional-quality educational and cultural experience to students and the elderly in our community. This is in alignment with the overall mission which is to present high-caliber and diverse artistic and cultural events that enrich and engage people of all ages, ethnicities, and socio-economic levels.

Our projects improve the quality of life for our youth and elderly by expanding access to the arts. This service makes our community a better place to live by providing unique entertainment opportunities as well as building an appreciation for music and the arts. We are proud to be investing in the rich future of our community and building a stronger community with the arts.

Overview of Programming

The Community and Educational Outreach Program fulfilled its mission this year in the following ways:

1) Free Performances on the USM Campus

All USM faculty, student, and guest recitals are offered for free to the entire community. We offer free tickets for the Symphony and Opera to students with valid ID's.

2) Educational Performances

Chamber music groups and solo performers traveled to schools in the city of Hattiesburg, both public and private, to offer master class-style performances.

3) Performances in the Community

Our performance groups traveled to local retirement and assisted living communities throughout the City of Hattiesburg to offer entertainment opportunities and cultural enrichment to the residents.

4) Community Initiatives

This comprises the largest category of projects we do and is successful due and aims to serve the community using the arts for social and economic development.

Free Performances on the USM Campus

Description of objectives:

The University of Southern Mississippi's School of Music has a reputation for excellence in all of its offerings. With world-class faculty, it attracts local, regional, national, and international students. The faculty, students, and guest performances provide educational entertainment continuously from September to May. The ensembles perform locally, nationally, and internationally serving as ambassadors to the university, the city of Hattiesburg, and the state of Mississippi. All of these productions are free to students of the Hattiesburg Public School District. With the exception of the Opera and Symphony, all performances are free and open to the public.

Goals Achieved in 2023-24:

- 287 Total performances offered for the 2023-24 season
- 15 Band Concerts
- 24 Choir Concerts
- 4 Symphony Orchestra Concerts
- 2 Staged Performances by Opera and Musical Theatre
- 4 Percussion Ensemble Performances
- 5 Guest Concerts

Educational Performances at Schools

Description of objectives:

The Community and Educational Outreach Program presents diverse cultural opportunities to maximize educational exposure. These events provided an opportunity for an educational and cultural experience free of charge. Professional musicians traveled to the schools to maximize comfort and accessibility for the students and teachers. Additionally, these performances expose students to job opportunities in the arts and connected fields that exist in their home town.

Participating Schools

Schools included in the Community and Educational Outreach Program are:

- 1) Public Schools: Hattiesburg Public School District
- 2) Public Schools: Forrest County School District
- 3) Private Schools: Forrest and Lamar County

Goals Achieved in 2023-24:

This year, we offered two unique programs:

Music and Me

In this educational music presentation, Dr. David Pellow, shared music his journey from personal experiences as a child, as a school student, in university music study, and experiences of his career as a performing artist and educator. He included performances of key works that define his journey as a professional bassist. As both a classical and jazz musician, he offered a diverse program that catered to all musical preferences and demonstrated the diversity of a musician's career.

(Educational Performances at Schools, continued)



American Music Series: Celebrating Ella Fitzgerald

Rowan and Thames Elementary Schools students, faculty, and staff swung to the sounds of the American Songbook and experienced the triumph of the First Lady of Song, Ella Fitzgerald. This event featured renowned Mississippi vocalist and William Carey University professor of voice, Dr. Katrina Cox, and her world-class trio. The program interwove the history of jazz and how it serves to define American music today. It included an overview of improvisation through a demonstration of a wide variety of jazz styles and the rhythmic, harmonic, and instrumental characteristics of the genre. Additionally, the program included an historical overview of the incredible life and music of Ella Fitzgerald and her contribution to the development of American jazz.



Performances in the Community

Description of objectives:

During the 2023-24 grant period, the Community and Educational Outreach Program offered 24 performances in the community at key locations to improve the lives of underserved populations. These performances were all free, and performers traveled directly to these communities for maximum accessibility. These performances helped us to reach the senior citizens of our community, many of whom have made Hattiesburg their home for their entire lives, many who have retired here, and many who are veterans as well as disabled community members.

We also offered events throughout the year in coordination with annual celebrations including Classical Music Month and Black History Month.

Goals Achieved in 2023-24:

Most importantly, these events offered improved quality of life experiences for our community. These events took place at Forrest General Hospital, the Forrest General Hospital Cancer Center, the Bedford Care Center, and the ARC.

Performances at Medical Facilities

4 performances at Forrest General Hospital

15 performances at the Forrest General Hospital Cancer Center

Songs for the Season - holiday inspired musical program



(Performances in the Community, continued)

Music in a Holistic Cancer Treatment Environment (MHCTE) – jazz and small ensemble performances



Performances at assisted living communities in Hattiesburg

3 Performances at Bedford Care Center



(Performances in the Community, continued)

Performances for the ARC

Showstoppers 2024 - Chamber Music Performance -
March 24, 2024, Historic Saenger Theater



Old Friends, New Stories - Long-time friend of the ARC Carey Hudson returned for 2 afternoon presentations. First, Carey joined with his colleague and goo-d old friend, Thomas Jackson to reprise their European Tour in duo, then in solo. Mr. Hudson's unique form of storytelling and guitaristic oration mesmerized the residents, students, and staff of the ARC once again. The duo with Jackson chronicled in music, their travels through Europe, from 20 years ago.



(Performances in the Community, continued)

Events Throughout the Year

Classical Music Month – September 2023

This marketing campaign served to offer a unified voice for the arts during the month of September. This project copromoted events from various places, including the College of Arts and Sciences at the University of Southern Mississippi, Jones College, and William Carey University. It also co-promoted events offered all over the community by other organizations and non-profits, offering a unified support of the arts throughout Hattiesburg.



Black History Month – *Alkebulan Music Philosophy*- February 24, 2024

In partnership with the Hattiesburg Convention Commission and the Sixth Street Museum District, this Artie inspired event offered families an opportunity to learn about West African Music. Through rhythm, song, and movement, this event took participants on a memorable journey of African Culture, connecting people and leaving them feeling empowered and uplifted. This event is designed to influence positive social behaviors, physical/mental well-being, generate awareness, teamwork, leadership, commitment, discipline, respect, and communication.



Community Initiatives

Description of objectives:

Community Initiatives are crucial to the implementation, relevance, and success of the mission of the Community and Educational Outreach Program. The main objective for these projects is to engage directly with community members through partnerships and collaborations that will have direct social impacts. These projects help us to reach more diverse audiences, grow larger audiences, and engage more financial support from the business sector. Ultimately, over time, these projects help to embed the arts into the local economy and ensure the longevity of the arts for the future.

Goals Achieved in 2023-24:

The main Community Initiatives during 2023-24 included FestivalSouth 2024 in June. FestivalSouth's various series contribute greatly to community development, including FestivalHeadliners, which FestivalMusic, FestivalArt, Artie Events for Families, and the FestivalSouth Youth Ambassadors. Through FestivalSouth's partnerships and own community development initiatives during the main festival, it co-presented the Hattiesburg Youth Orchestra, the Premier Orchestral Institute, and the Hattiesburg Orchestral and Chamber Music Academy. Other institutes and educational workshops offered by USM and open to the Hattiesburg community are also listed.

(Community Initiatives, continued)

FestivalSouth 2024 – May 28-June 24, Various venues throughout Hattiesburg

FestivalSouth is an annual multi-week festival presenting a variety of musical and other arts-related entertainment that aims to transcend social, cultural, and economic lines.

FestivalSouth is a multi-disciplinary arts celebration that primarily features exceptional performing and visual artists, during the month of June, in Hattiesburg, MS.

During FestivalSouth's duration, there are various event series designed for broad audience appeal, including FestivalHeadliners, FestivalMusic, Artie Events for Families, FestivalArt and FestivalDance, FestivalSpeaks, the Festival 5K, and more. FestivalSouth is by far the largest community outreach effort by the Community and Educational Outreach Program. In partnership with the Hattiesburg Concert Association, 52 events were presented between May 28-June 22, 2024. All events offered recreational, cultural, educational, and entertainment opportunities for attendees of all ages. This year, attendance was calculated at 10,000 over age 18 and 3,000 under 18. 240 jobs were created, attracting local, national, and international performers, and employing specialists in connected fields including lighting, tech, website design, catering, graphic design, and more.



(Community Initiatives, continued)



(Community Initiatives, continued)



(Community Initiatives, continued)



Free FestivalSouth Events:

[Not So Silent Movie](#), featuring USM Professor, Dr. Doug Rust – June 2, Historic Hattiesburg Saenger Theater



[6 Coffee Concerts](#)

These morning time concerts feature local professionals and rising young performers and take place in various venues across Hattiesburg. Venues provide coffee and morning foods to accompany the performances in laid back settings.

[Saxy Music](#) - June 6, Osher Lifelong Learning Institute

(Community Initiatives, continued)

Música de la Mañana – June 7, Don Chuy's Mexican Bar

No Strings Attached – June 13, Mo'bay Beignet Company



The Color of Soul – June 14, Twin Forks Rising



Life is a Highway – June 20, The Patio at Mahogany Bar

American Bombshells – June 21, Quinlan Hall of Honor at USM



FestivalSpeaks

This is an educational lecture event designed to inform people about the *Mahler Experience* concert later that evening. Modeled on a TEDTalk event, a local musicologist provided engaging historical context of the composer and the featured piece, *The Song of the Earth*.

Mahler in the Morning, with guest lecturer & USM Professor, Dr. Joseph Jones
Saturday, June 8, Osher Lifelong Learning Institute

(Community Initiatives, continued)

8 Festival Art Events and Exhibits

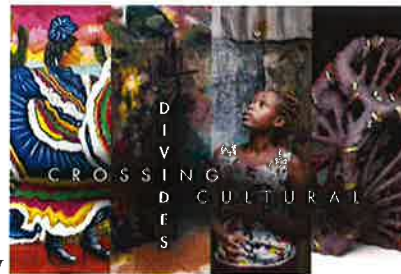
Colorful Conversations with Adam Trest – June 1, University Baptist Church



8x8 Exhibit with the Mississippi LatinX Art Association – June 1, The Walnut Room

Miracles Workshop: Decorating Hearts, Crosses, and Hands – June 4, University Baptist Church

Crossing Cultural Divides: An Exhibition Presented by Artists Across Borders –



June 8, Main Street Gallery

Creative Convergence: A Photo Transfer Workshop with Andrea Kostyal – June 11, Singing River Art Studio

Heritage Unearthed: An Artistic Exhibition of Southeastern Native American Culture – June 14, Library of Hattiesburg



(Community Initiatives, continued)

**Ebb & Flow: A Singing River Trio Exhibition Reception – June 15, Singing
River Art Studio**

2 Summer Tunes at Town Square Park



Friday, June 7 and Saturday, June 21

FestivalSouth 2024-Artie Events for Families

Artie Events for Families are daytime educational events, created with special consideration of the specific learning styles of children, ages 2-12, and appeal to the entire family. They provide opportunities for participants to fully experience the arts through all senses, often with hands-on opportunities. Artie events help fulfill our mission by exposing our youth to the arts, encouraging an appreciation for the arts through education, and planting seeds for future arts enthusiasts.

(Community Initiatives, continued)



Artie's Summer of Adventure Events 2024 are listed below:

Artie's Summer of Adventure – June 1, Oak Grove Public Library

The (Not So) Silent Movie – June 2, Historic Hattiesburg Saenger Theater

Artie's Opera Adventure – June 3, Petal Branch Library



Artie's Storytelling Adventure – June 5, University Baptist Church

Artie's Opera Adventure – June 10, Hattiesburg Library

Artie's Opera Adventure – June 10, Oak Grove Public Library

(Community Initiatives, continued)



Artie's Dance Adventure – June 12, Hattiesburg Community Arts Center

Artie's Drummin' Adventure – June 19, Hattiesburg Community Arts Center



Artie's Alley Adventure – June 22, Hattiesburg Pocket Museum



(Community Initiatives, continued)

FestivalSouth 2024 - FestivalSouth Youth Ambassadors

The FestivalSouth Youth Ambassadors consists of high school students who have applied and were selected to serve as the youth representatives of FestivalSouth. The mission of this program is to spark passion, knowledge, and skills in youth pertaining to the arts. It provides hands-on, educational experiences that develop an appreciation for the arts through volunteerism. The Ambassadors directly influence the social and economic impact of FestivalSouth on our community and plant seeds for a vibrant cultural presence in the future.

The FestivalSouth Youth Ambassadors assisted at 29 different FestivalSouth 2024 events, and their responsibilities varied from patrons and staff relations, stuffing and distributing programs, assisting disabled patrons, setting up and taking down necessary items for events, posting signs, and event ticketing. They even had the opportunity to dress as Artic as the mascot for 6 events.



(Community Initiatives, continued)



Educational Institutes

Hattiesburg Orchestral and Chamber Music Academy - June 10-14, William Carey University

The Hattiesburg Orchestral and Chamber Music Academy is an intensive for string players under the age of 18 with at least 2 years of experience. The Hattiesburg Orchestral and Chamber Music Academy is a six-day intensive program that provides young musicians the opportunity to acquire, develop and enhance their skills as orchestra and chamber ensemble performers while exposing them to great literature presented by very experienced conductors and players in the field. The mission of the Hattiesburg Orchestral and Chamber Music Academy is to inspire these future professionals and amateur musicians with a lifelong love for orchestra and chamber music.

(Community Initiatives, continued)



Hattiesburg Youth Orchestra Performance – June 15, 2024, Thomas Fine Arts Auditorium at William Carey University

Premier Orchestral Institute (POI) – June 2-16, 2024

Partnership with the Mississippi Symphony, Millsaps College, and the University of Mississippi.

POI is the Mississippi Symphony Orchestra's international summer institute which brings together musicians of all levels in an immersive summer orchestra camp. These students engage in auditions, sectionals, rehearsals, and concerts and form four different orchestras. It is POI's mission to offer a life-changing experience that extends its positive influence far beyond the boundaries of music. During the two-week symposium, there were 8 Performances by students and faculty from 15 different countries:



(Community Initiatives, continued)

POI 2024 Concerts are listed below:

Brahms: Echoes of Genius, - June 4, Gertrude Ford Academic Complex at
Millsaps College

Exclusive Concert Event - June 5, Capital Towers Rooftop

Classic Notes: A Chamber Salon Extravaganza - June 6, St. Philip's Episcopal
Church

New Sounds, Timeless Classics - June 7, Gertrude Ford Academic Complex at
Millsaps College

Horizons - June 8, Gertrude Ford Academic Complex at Millsaps College

From a Brother to the World - June 9, Hattiesburg Historic Train Depot

Faculty Concert - June 12, Marsh Hall at the University of Southern Mississippi

Finale Performance - June 15, Mannoni Performing Arts Center at USM



(Community Initiatives, continued)

USM Hosted Educational Workshops, Festivals, and Institutes -The University of Southern Mississippi School of Music hosts large educational workshops, festivals, and institutes annually that allow students and members of the community the opportunity to work with world-renowned clinicians while joining together in lifechanging musicmaking experiences. Below are the institutes offered in 2023-24:

Southern Invitational Choral Conference (SICC) – September 18-19, 2023

Comprised of more than 700 students statewide, this three-day event allowed high school students from Hattiesburg to work with Dr. Jabari Glass from the University of South Carolina and Kristina McMullen from the University of North Texas. The festival featured diverse music and a special opportunity to sing in a large ensemble.



Instrument Specific Festivals:

The School of Music hosts festivals for several instruments; such as

Trombone Day – April 20, 2024

Clarinet Day – February 27, 2024

The Southern Flute Festival - January 27, 2024

Viola Day – November 19-20, 2023

(Community Initiatives, continued)

All-South Color Guard and Drum Major Clinic – June 18, 2024

Area students work with the Pride of Mississippi's Color Guard and some of the region's most respected educators to learn skills and prepare to be leaders in their respective schools.



All-South Honor Band – February 4, 2024

In a unique opportunity to work with world-renowned music educators, USM hosted area students from across the state, including many from Hattiesburg. The clinicians were Dr. Jerry Junkin, Alfred Watkins, and Dr. Shelby Chipman.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Dequandra Johnson
cc: Kermas Eaton, City Clerk, Wiley Quinn, Urban Development Director
Date: Tuesday, September 3, 2024
Re: Approve the 2024 Annual Action Plan for the City of Hattiesburg and authorize submission to the U S Department of Housing and Urban Development (HUD).
File Number: 2024-429
Minute Book #

Summary

Approve the 2024 Annual Action Plan for the City of Hattiesburg and authorize submission to the U S Department of Housing and Urban Development (HUD).

Recommendation Statement

I recommend adoption of the 2024 Annual Action Plan.

Please place this on the September 3, 2024 City Council meeting for consideration.



**COMMUNITY DEVELOPMENT BLOCK GRANT
HOME INVESTMENT PARTNERSHIP PROGRAM**

2024 ANNUAL ACTION PLAN

January 1, 2024 to December 31, 2024

Presented to the U.S. Department of Housing and Urban Development
City of Hattiesburg
Department of Urban Development
Community Development Division
200 Forrest Street
Hattiesburg, MS 39401

Executive Summary

AP-05

Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Hattiesburg (COH) 2024 Annual Action Plan is the second Action Plan of the City's 2023-2027 Consolidated Plan. The 2024 Action Plan will continue to address the identified housing, homelessness, supportive services and non-housing community needs as the basis for the City's strategy and its use of the 2024 CDBG and HOME funds granted to the City by HUD. This year's Action Plan is the City's application of the 2024 allocations of the above-mentioned grant funds in the amounts of \$542,388.00 for CDBG Grant funds and \$281,926.47 for HOME Grant funds.

2. Summarize the objectives and outcomes identified in the Plan.

The primary objectives of the 2024 Action Plan are the same as detailed in the Consolidated Plan. The proposed projects/activities with 2024 CDBG/HOME funding will address housing concerns in a number of areas, with primary focus on: Housing Programs (Down Payment Assistance and Multifamily Residential Rehabilitation). Proposed activities also include continuation of previously established Public Facility activity. Specific goals for each area can be found in section AP-20.

3. Evaluation of past performance

The City has been faced with many challenges in meeting past objectives, particularly in the area of substantial rehabilitation of single-family homes. Challenges have included identifying and recruiting qualified eligible contractors to participate in programming as well as the increase in the cost of construction supplies which started as resulting from the COVID pandemic. Over the past four to five years, including the previous five-year Consolidated Plan, the City was able to continue its objectives in the areas of housing activities by limiting its eligible activities to primarily housing and housing related activities. The City has eliminated its waiting list. Along with CHDO partnerships, a number of rental and homeownership affordable housing opportunities were made available to residents.

The City will continue its housing activities in 2024 by utilizing its home funds for down payment assistance for eligible low income homebuyers to purchase affordable housing, utilizing its eligible CHDO's (Community Housing Development Organizations to assist in housing acquisition and/or eligible housing rehabilitation). Home funds will also assist in infrastructure development for the Briarwood Multifamily Housing Redevelopment owned and administered by Hattiesburg Housing Authority to provide up to 100 units of affordable housing for low-income citizens. CDBG funds for 2024 will be provided for the Katie Dabbs Community Center renovation. This project will convert a church into a community center. The City utilized CDBG funds in prior years for acquisition of the property for community use in the low- and

moderate-income area. The City has previously funded this project in prior years, but due to timeliness of expenditure issues prior funding was transferred to the emergency housing roof repairs program.

Currently, the City's full-time Homelessness Coordinator is vacant, however the search is active to fill the position. The position will continue to focus on outreach and documentation of homeless individuals, and partnership with other agencies to update the state's homeless management information system. The role is integral to identifying resources available across various agencies and organizations, and to connecting individuals in need to those resources. Likewise, the coordinator has become a go-to point of contact for other city departments and citizens when facing challenges related to homelessness. The City recognizes the importance of engaging an individual passionate about assisting the homeless population and the ability to assist in the administration of HOME-ARP funds allocated to the City.

4. Summary of Citizen Participation Process and consultation process

The City of Hattiesburg complies with our Citizen Participation Plan, which contains the City's policies and procedures for public involvement in the 2024 Annual Action Plan. The City's plan dictates a 15-day comment period prior to City Council approval of the CAPER.

A public notice was approved by council to be published in the Hattiesburg Post on May 9, 2024, alerting the public that City was seeking input from its citizens and local neighborhood groups and non-profit agencies as to the specific needs, ideas, and projects that will benefit the low and moderate income citizens in Hattiesburg with the utilization of the CDBG and HOME funds with the 2024 grant funding. . The notice described that a combined public hearing for the 2023 CAPER and the Proposed 2024 Annual Action Plan was set for May 30, 2024 at 6:00 p.m. at the Danny Hinton Community Center, 225 Tatum Road, Hattiesburg, MS, and public comments on the 2024 Action Plan will be accepted August 8, 2024. for input into the creation of the Annual Action Plan. The notice also provided that the draft and comment sheets were available on the city's website at www.hattiesburgms.com/communitydevelopment and physically at City Hall and the Community Development Division at 200 Forrest Street, Hattiesburg, MS. The City also sent notifications to the Community Development Division Community partners list of Neighborhood Associations and Non-Profits (citizen participation documents).

Public Hearing May 30, 2024 6:00 p.m. As this was a combined public hearing meeting, Oral and Written Comments on the CAPER, in addition to requesting citizen and agency input into the needs and goals of the plans for the 2024 Annual Action Plan.

Public Hearing May 30, 2024 -Nine persons attended the public hearing, of which three were citizens or representatives of agencies of Hattiesburg, and six were employees and representative of the City of Hattiesburg.

Karen McCarty, Consultant for the City of Hattiesburg, opened the public hearing reviewing the purpose and agenda of the dual public hearing, Ms. McCarty reviewed the proposed funding allocation and types of eligible projects and programs allowed by CDBG and HOME and explained. Karen McCarty and Dequandra explained the current projects the city has funded and including the emergency housing repair program, the public facility improvements.

Two written comments were received from, one from Judy Mellard, Executive Director, Hattiesburg Housing Authority and Arthur Siggers of Breakthrough Community Services. The written comments are attached with the Citizen Participation documents and comments and information are included as part of the Action report.

The Action Plan portion of the public hearing of May 30, 2024 ended.

Due to a glitch unknown by the Community Development Division, the original newspaper notice was not published. A new publication was advertised on June 27, 2024. The 2nd combined Public Hearing Notice for the CAPER and the 2024 Annual Action Plan identified that the public hearing will be held on July 15, 2024, 6:00 p.m. at the Jackie Dole Community Center 220 W Front Street and comments will be accepted until July 31, 2024. The City utilized the same process and notifications as the first public hearing.

Public Hearing July 15, 2024 - Seven employees and representatives of the City of Hattiesburg attended the public hearing, however, no citizens or community representatives attended. After the allocated wait time, the meeting was adjourned. No comments oral or written were received.

Comments for 2nd Public Hearing of 7-15-24 - No oral or written comments were received during the public hearing. As of the end of July 31, 2024, the City received __ comments.

A Public Hearing will be held on July 30, 2024, 6:00 p.m. at the Train Depot Community Room, 308 Newman Street to review the 2024 Annual Action Plan Draft and provide input on community development housing and non-housing needs. The City will consider any comments or views from citizens, and agencies in writing and or orally at the public hearing. Public comments for the 2024 Annual Action Plan will be accepted from July 30th through August 30.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Summarizing the comments received housing needs- repair and rehabilitation of substandard housing- are still perceived as the greatest need from the public hearing. Emergency/homeless shelter, supportive services, and affordable housing were identified from the meeting. The City considered these comments and all other resources available in preparing the plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

The comments received were accepted and considered in regard to the creation of the 2024 Action Plan.

7. Summary

The City of Hattiesburg recognizes its CDBG and HOME grants as an opportunity to do great things to improve quality of life for low- to moderate-income residents and as a result, for the City as a whole. The City values the citizen participation process and looks forward to doing more to promote participation opportunities in the future. Participation in this process by residents of low-income areas and the organizations that regularly serve low-income households is vital to ensure that funds are directed to areas and programs in which they can make the greatest impact. The City believes that the input from the hearing, other city and public meetings during the year, and daily calls to the city support the priorities in this plan.

The City believes that the strategies and objectives set forth in this Annual Action Plan are feasible and attainable (assuming that funding remains available), and they are in accordance with the needs and desires communicated by the public that these grants are intended to serve and organizations that provide such services.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	HATTIESBURG	
CDBG Administrator	HATTIESBURG	Urban Development D/Community Development Division
HOPWA Administrator		
HOME Administrator	HATTIESBURG	Urban Development D/Community Development Division
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The City of Hattiesburg's Urban Development Department/Community Development Division is responsible for the administration of both CDBG and HOME funds.

Consolidated Plan Public Contact Information

Citizens and community organizations with questions or comments related to the Consolidated Plan, Annual Action Plan, Consolidated Annual Performance & Evaluation Report, or any of the related programs should contact the City of Hattiesburg:

City of Hattiesburg
Community Development Division
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1006

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Hattiesburg encouraged participation in developing the 2024 AAP by soliciting input from the public, local government representatives, public housing authorities, non-profit agencies and various social service agencies through its traditional advertising method. Additionally, the City promoted public hearings via the City's website and Facebook in an effort to reach as many interested parties as possible.

The City of Hattiesburg's Planning Division encompasses floodplain management for the City. Representatives of county government from Forrest and Lamar counties responsible for the management of water resources, flood areas and emergency management were invited to participate and encouraged to submit comments during the annual action plan process. No response was received.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City continues to participate quarterly in the Community Advisory Committee to discuss a variety of housing and homelessness issues. Participants are similar to the former Housing Round Table, which included the City's Urban Development Department, South Mississippi Housing Authority, the Hattiesburg Housing Authority, Hattiesburg Area Habitat for Humanity, R3SM (a non-profit housing organization), as well as the City's Community Housing Development Organizations (CHDOs). Participants also include the Salvation Army and Pine Grove Behavioral Health & Addiction Services, which both serve homeless persons; the AIDS Services Coalition, which serves the homeless as well as those living with AIDS; the University of Southern Mississippi's Institute for Disability Studies, which addresses housing issues statewide; and the Hattiesburg Board of Realtors.

The City has partnered with South Mississippi Housing Authority, to educate the community on the services the City and MRHA8 offers and promote health services by hosting a community health fair, July 23, 2024. The City also plans to partner with the Hattiesburg Housing Authority (HHA), in their efforts to substantially rehabilitate one of its properties constructed in 1940. The City continues the work to bolster mental health services by way of a Behavioral Health Court partnership with Pine Belt Mental Healthcare Resources, and through working with the Pinebelt Coalition on Homelessness to coordinate efforts toward functionally ending homelessness.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City works closely with the Continuum of Care operating in Hattiesburg and the surrounding areas. The Pinebelt Homeless Coalition is the lead agency for the implementation of HUD Continuum of Care programs. Generally, individuals requiring assistance are referred to this organization. Further, the City has provided funding to the AIDS Services Coalition and Pine Grove Behavioral Health & Addiction Services. The City also has a full-time Homeless Advocate/Coordinator, who works actively with the coalition as well as other agencies in making proper referrals to appropriate resource agencies. In the last year, the city's coordinator has worked with the coalition to press the issue of a need for a documented plan as well as an adopted standard of care.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Hattiesburg is a part of the 71-county "balance of state" Continuum of Care. The City works with the Continuum of Care (Mississippi United to End Homelessness), and a representative from the City regularly participates in their meetings. MUTEH and its members establish guidelines, policies, etc. for the Continuum of Care. The City does not enjoy entitlement status under ESG, and as the City does not directly undertake any activities supporting homeless persons, the City does not access or input information into HMIS.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Breakthrough Community Services, Inc.
	Agency/Group/Organization Type	Services - Housing Services-Education Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Submitted written comments in response to email notification and survey. Comments included addressing food desert issues, utilize designated CHDO's and incentives for construction in East Hattiesburg. .
2	Agency/Group/Organization	Hattiesburg Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Submitted written comments in response to email notification and survey. Provided information on programs and assistance to residents and the city's partnership with the Housing Authority on Down Payment Assistance and the Briarfield Homes Renovation.

4	Agency/Group/Organization	ASC Aids Services Coalition
	Agency/Group/Organization Type	Housing Services – Housing Services – Persons with Disabilities Services – Persons with HIV/AIDS Services – Fair Housing Services-homeless Services-Health Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs – Chronically Homeless HOPWA Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Participation in the Public Hearing. Comments focused on housing, identification of short and long term plans to assist the needs of its vulnerable citizens. transportation on demand, connecting to surrounding communities.

Identify any Agency Types not consulted and provide rationale for not consulting

Local Agencies, non-profit organizations, local governments, neighborhood groups that the Community Development Division maintain as their informational contacts were notified by email three times requesting participation.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	MS United to End Homelessness	The goals are consistent, identifying the continued need to develop an effective strategic plan, secure adequate resources & stimulate improved participation of the community in the long-term efforts to address poverty, prevent homelessness and improve the quality of life for Hattiesburg residents.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

In compliance with HUD requirements, the City of reached out to encourage broad public input into development of the 2022 Action Plan. As required by its Citizen Participation Plan and HUD regulations, the City specifically reached out to consult with residents; social service agencies; public and private organizations; local businesses, industries, developers and chambers of commerce; City, County and State agency representatives; public housing residents and representatives; faith-based organizations; senior citizens and other special needs populations.

The City of Hattiesburg complies with our Citizen Participation Plan, which contains the City's policies and procedures for public involvement in the 2024 Annual Action Plan. The City's plan dictates a 15-day comment period prior to City Council approval of the CAPER.

A public notice was approved by council to be published in the Hattiesburg Post on May 9, 2024, alerting the public that City was seeking input from its citizens and local neighborhood groups and non-profit agencies as to the specific needs, ideas, and projects that will benefit the low and moderate income citizens in Hattiesburg with the utilization of the CDBG and HOME funds with the 2024 grant funding. . The notice described that a combined public hearing for the 2023 CAPER and the Proposed 2024 Annual Action Plan was set for May 30, 2024 at 6:00 p.m. at the Danny Hinton Community Center, 225 Tatum Road, Hattiesburg, MS, and public comments will be accepted August 8, 2024 for input into the creation of the Annual Action Plan. The notice also provided that the draft and comment sheets were available on the city's website at www.hattiesburgms.com/communitydevelopment and physically at City Hall and the Community Development Division at 200 Forrest Street, Hattiesburg, MS. The City also sent notifications to the Community Development Division Community partners list of Neighborhood Associations and Non-Profits (citizen participation documents).

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Public Hearing May 30, 2024 -Nine persons attended the public hearing, of which three were citizens or representatives of agencies of Hattiesburg, and six were employees and representative of the City of Hattiesburg.

Karen McCarty, Consultant for the City of Hattiesburg, opened the public hearing reviewing the purpose and agenda of the dual public hearing, Ms. McCarty reviewed the proposed funding allocation and proposed projects for the 2024 CDBG and HOME and explained the funds expended and the activities and accomplishments made during the year utilizing prior years funding.

Kathy Garner -ASC Hattiesburg commented she was impressed with the number of households the city was able to assist and that it needs to stay a priority.

No additional oral comments were made on the Action plan. All additional comments were made regarding the Action Plan.

Two written comments were received from, one from Judy Mellard, Executive Director, Hattiesburg Housing Authority and Arthur Siggers of Breakthrough Community Services. The written comments are attached with the Citizen Participation documents and comments and information are included as part of the Action report.

The Action Plan portion of the public hearing of May 30, 2024 ended.

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Comments for 2nd Public Hearing of 7-15-24 - No oral or written comments were received during the public hearing. As of the end of July 31, 2024, the City received __ comments.

Public Hearing July 30, 2024 – Draft availability of the 2024 Annual Action Plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	City Website	Non-targeted/broad community	Starting May 7, 2024 Notices of Public Hearings, Agendas, Information Sheets and Comment Sheets	None received	N/A	
2	Email Notifications	Non-targeted/broad community Government/local Agencies/Non-Profits/Neighborhood Organizations	May 14, 2024 - Notices of Public Hearings, and requesting participation	None received	N/A	
3	Public Meeting	Non-targeted/broad community Residents of Public and Assisted Housing	May 30, 2024 – 3 representatives of local government, non-profit and housing developer attended	Comments centered on housing programs and needs, and infrastructure	N/A	
4	Notice of Publication	Non-targeted/broad community	June 27, 2024 Publication of Combined Public Hearing	None Received	N/A	

5	Public Meeting	Non-targeted/broad Community Residents of Public and Assisted Housing	July 15, 2024 - Meeting attended by City staff only	None received	N/A	
6	Email Notification	Non-targeted/broad community Government/local Agencies/Non-Profits/Neighborhood Organizations	July 15, 2024 Request input into the planning of the 2024 Annual Action Plan		N/A	
7	Public Meeting	Non-targeted/broad Community Residents of Public and Assisted Housing	July 30, 2024 Draft of 2024 Annual Action Plan			
8	City Website	Non-targeted/broad Community Residents of Public and Assisted Housing	30 day review 2024 Annual Action Plan			

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	542,388	0	0	542,388	1,627,165	The expected amount for the remainder of the Con Plan is simply the proposed yearly allocations for Years 3-5 allocation of the 2023-2027 Consolidated Plan.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	281,936	0	0	281,936	845,808	The expected amount for the remainder of the Con Plan is simply the Year 5 allocation for Program Year2022.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City has no required match for either CDBG or HOME. While we do not formally identify leverage resources, our partnerships with other non-profit entities, the city's long-term planning in lower-income neighborhoods, transit, and the like, and the city's aggressive approach to improving infrastructure throughout the city – particularly in low-income neighborhoods – are all indirect leverage opportunities.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City has recently utilized its mapping capabilities to identify City and State-owned property throughout the City of Hattiesburg. These properties are reviewed periodically when need arises for particular projects, and the City intends to continue this approach of utilizing property already in its inventory (when appropriate) before seeking property to purchase. Currently the City is utilizing land acquired with prior year CDBG funds and proposed prior and current year CDBG funding to rehabilitate an old church into a community center.

Discussion

The City hopes to continue its partnerships through groups such as the MUTEH and the Pinebelt Coalition on Homelessness in a concerted effort to strategically address problems and mutual concerns. As in the past, the City values these and other such partnerships as community partners bring differing resources to the table - funding, volunteers, services, etc. - for mutual benefit. The City is currently searching to fill the vacant position of Homeless Coordinator to work directly with the Southeast Homeless Coalition to address homeless issues, with a special emphasis on veterans and the chronic homeless population. The City will also continue to seek out funding opportunities such as those available for housing activities through the Federal Home Loan Bank, and the Mississippi Home Corporation.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Provide Residents with Suitable Living Environment	2024	2027	Non-Housing Community Development Improve Living Environment	Citywide Low/Mod Census Tracts	Public Facilities and Resources Improvement	CDBG: \$433,910.40	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1900 Person Assisted
2	Improve Access to Affordable Housing	2024	2027	Affordable Housing	Citywide	Increase Affordable Housing Inventory/Condition	HOME : \$211,472.61	Rental units rehabilitated: 100 Household Housing Units. Direct Financial Assistance to Homebuyers: 4 Assisted

3	CHDO Set-aside	2024	2027	Affordable Housing	Citywide	Address and Prevent Homelessness: Increase Affordable Housing; Inventory/Condition.	HOME \$42,294.52	Rental units rehabilitated: 1 Household Housing Unit
4	CDBG Administration and Planning	2024	2027	Administration	City wide	Increase Affordable Housing; Inventory/Condition Public Facilities and Resources. Public Services-Non Housing Community Development; Public Services-Housing	CDBG: \$108,477.60	Other: 1 Other

5	HOME Administration and Planning	2024	2027	Administration	Citywide	Increase Affordable Housing; Inventory/Con dition	HOME : \$42,294.52	Other: 1 Other
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Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Provide Residents with Suitable Living Environment
	Goal Description	Through this multiyear project, a former church facility that was acquired with CDBG funds in a prior year will be rehabilitated into a multi-use community center to meet area residents needs
	Goal Description	Improve Access to Affordable Housing • Multi-family residential rental rehabilitation project, income-qualified household will benefit (HOME \$161,472.61) 1005 of beneficiaries will be low-to moderate income. • Provide Financial Down payment assistance to low and moderate income to purchase affordable housing (\$50,000.00) 100% of beneficiaries will be low-to moderate income.
	Goal Description	CHDO Set-aside Funding to be awarded to an eligible CHDO for an affordable housing activity that benefits a low income household.
	Goal Description	CDBG Administration and Planning Administration and planning funds will pay for eligible costs required to administer the CDBG Entitlement Program in compliance with federal, state and local regulations and policies. Fair housing educational outreach activities will also be supported with CDBG funds.
	Goal Description	HOME Administration and Planning Administration and planning funds will pay for eligible costs required to administer the HOME Investment Partnership Program in compliance with federal, state and local regulations and policies.

Projects

AP-35 Projects – 91.220(d)

Introduction

The following is a listing of projects that the City of Hattiesburg proposes to undertake using CDBG and HOME funds anticipated for 2022.

Projects

#	Project Name
1	2024 CDBG Community Center Rehabilitation Project
2	2024 HOME Multi-family Residential Rehabilitation Program
3	2024 CHDO Set-Aside
5	2024 CDBG Administration
6	2024 HOME Administration

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

For the 2024 CDBG and HOME Program Years, the City of Hattiesburg's basis for allocation investments to two major projects; where they are currently prior multiyear funding projects that upon completion will have the largest impact to improving the lives of low- and moderate-income citizens of Hattiesburg with the amount of funding the City receives from the CDBG and Home programs. The CDBG Community Center is located in a low- and moderate-income neighborhood that will provide a better living and community environment for its residents and the rehabilitation of at least 100 low-income multi-family housing units will provide new and or upgraded living conditions for low and very low income citizens in Hattiesburg. Obstacles to addressing underserved needs include the lack of available resources, staff and contractors to address those needs.

AP-38 Project Summary
Project Summary Information

1	Project Name	2024 Community Center Rehabilitation Project
	Target Area	Low/Mod Census Tracts
	Goals Supported	Provide Residents with Suitable Living Environment
	Needs Addressed	Public Facility Improvement
	Funding	CDBG: \$433,910.40
	Description	This multiyear project involves a former church facility and parking lot area acquired with CDBG funds in a prior year, following environmental assessment. As funds allow, PY2024 activities will include assist in completing the planning and design and construction process. This multi-use community center will support the needs of the project service area's residents, al majority of who are low to moderate income.
	Target Date	12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	To be determined, a majority of households located within the project service area qualify as low to moderate income.
	Location Description	1102 Dabbs Street, Hattiesburg
2	Planned Activities	Activities in PY 2024 are a continuation of PY 2023 of completing the plans, permits, installing life safety and fire safety improvements; repairing/replacing flooring, rehabilitating the kitchen; demolishing an existing stairway, demolishing/repairing interior walls; replacing/relocating water heater, repairing/replacing the electrical system; repairing /replacing lighting, HVAC and ductwork, plumbing fixtures as needed and bathroom improvements for ADA compliance. Exterior improvements will include installing an additional exterior exit door and stairwell; and sidewalk modifications for ADA compliant access.
	Project Name	2024 HOME Multifamily Residential Rehabilitation Program
	Target Area	Citywide
	Goals Supported	Improve Access to Affordable Housing
	Needs Addressed	Increase Affordable Housing inventory/Condition

Funding	HOME: \$161,472.61
Description	The project involves rehabilitating an existing multifamily rental development owned by the Hattiesburg Housing Authority to benefit low and very low-income households in compliance with HOME regulations and policies.
Target Date	12/31/2026
Estimate the number and type of families that will benefit from the proposed activities	There will be a total of 100 available units upon project completion. All will be low to very low-income residents
Location Description	Briarfield Homes, located near downtown Hattiesburg, was built in the 1940's, and has not experienced any significant updating since construction. Allocated funding will be used for eligible infrastructure activities, i.e. water system and sewer system upgrades, drainage improvements, street improvements, and/or sidewalk construction and upgrades.

	Planned Activities	Rehabilitate existing multifamily residential units to benefit eligible low and very low income households.
3	Project Name	CHDO Set-aside
	Target Area	Citywide
	Goals Supported	Housing Programs (including Affordable Housing)
	Needs Addressed	Housing Rehabilitation Acquisition Rental Rehabilitation
	Funding	HOME: \$42,294.52
	Description	Funding to be awarded to a CHDO for an affordable housing activity that benefits a low and/or very low income household.
	Target Date	12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	One or two low and/or very-low-income household(s) depending on the activity chosen by the CHDO.
	Location Description	An eligible housing activity city-wide
	Planned Activities	Construction or rehabilitation of housing as an affordable unit.
4	Project Name	2024 CDBG Administration and Planning
	Target Area	Citywide
	Goals Supported	CDBG Administration and Planning
	Needs Addressed	Housing Public Facilities Public Infrastructure Public Services
	Funding	HOME: \$108,477.60
	Description	CDBG funds will be used to pay eligible costs associated with implementing projects and activities in compliance with applicable federal program regulations and policies.
	Target Date	12/31/2025

Estimate the number and type of families that will benefit from the proposed activities	Not applicable
Location Description	Hattiesburg City Hall 200 Forrest Street

	Planned Activities	Administer the CDBG and HOME Entitlement Programs in compliance with HUD regulations and policies, as applicable. A portion of CDBG funds may be used to support the City's fair housing education and other educational outreach.
5	Project Name	HOME Administration and Planning
	Target Area	Citywide
	Goals Supported	HOME Administration and Planning
	Needs Addressed	Increase Affordable Housing Inventory/Condition
	Funding	HOME: \$28,196.34
	Description	HOME Investment Partnership funds will be used to pay eligible costs associated with implementing projects and activities in compliance with applicable federal program regulations and policies.
	Target Date	12/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	Not Applicable
	Location Description	Citywide
	Planned Activities	Administer the HOME Entitlement Programs in compliance with HUD regulations and policies, as applicable.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

None of the activities proposed for the 2024 Action Plan are directed geographically, meaning that there is not a prescribed area in which these activities are required to take place. Housing Rehabilitation, Emergency Repair, and other Affordable Housing activities are allowable Citywide. However, these activities have historically taken place in areas of low-income and minority concentration. Such areas include the greater portion of Wards 2, 4, and 5, which are better identified by U.S. Census tracts 001, 002, 003, 004, 005, 006, 011, and 105.

Geographic Distribution

Target Area	Percentage of Funds
FACADE	
Citywide	100
Low/Mod Census Tracts	

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

All activities are allowable Citywide. No other activity is geographically focused. It is possible that procedures may change in the future regarding the approach taken to address housing rehabilitation, which could allow for a geographic focus. Such a focus would be based on findings of concentrations of need in low-income areas and/or based on a concerted effort by the City and/or partner agencies to create an impact on a particular neighborhood or area.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

To help achieve its goals of providing suitable living environments and improving access to affordable housing for its low to moderate income residents, the City historically has invested a majority of its CDBG and HOME resources in housing rehabilitation and emergency repair programs. These activities benefit the owner occupants, improve the conditions of the City's housing stock and enhance the general environment of lower income neighborhoods. The City also has a history of supporting first time homebuyers through its down payment assistance program that it will continue as resources and community priorities allow.

The LeadSAFE Hattiesburg Program encourages rehabilitation of housing built prior to 1979 by providing no-cost inspections to identify the presence of lead-based paint (LBP) that can permanently impair the health of children ages six and under. Educating and alleviating fears of pregnant women and parents with young children about LBP Hazards is an effective tool for protecting public health and safety while encouraging the acquisition and improvement of older houses located through the community. LeadSafe Hattiesburg also provides a variety of no-cost LBP hazard safety training courses that can lead towards EPA certification that will allow local contractors and others performing residential rehabilitation activities to perform LBP inspections, assessments and abatement.

The City will assist the Hattiesburg Housing Authority in the major multi-family rehabilitation/reconstruction project at the Briarfield Home property resulting in 100 new units for eligible low to very low-income residents.

In Program Year 2024, the city will help build capacity of Community Development Organizations (CHDOs) to assist in meeting the housing needs of Hattiesburg residents.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units (carry over from 2023)*	*0
Rehab of Existing Units	1
Acquisition of Existing Units	1
Total	2

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The total 2024 housing goals does not include the 100 units anticipated to be reconstructed at the

multiyear Briarfield Housing project because those units were included in the prior year of 2023. Once completed the total will be 100 units and should not be added again, only the funding for the project is being added this program year.

AP-60 Public Housing – 91.220(h)

Introduction

Mississippi Regional Housing Authority VIII (Now South Mississippi Housing Authority) does not own or operate assisted/public housing in Hattiesburg. The Hattiesburg Housing Authority manages a diverse range of public housing developments with a mix of townhomes and single-family homes. The Hattiesburg Housing Authority manages 296 Public Housing units in the City of Hattiesburg.

Actions planned during the next year to address the needs to public housing

HHa is working with the City and other partners to rehabilitate the 1940s Briarfield Homes development from 120 functionally obsolete public housing units into assisted housing units through the Rental Assistance Demonstration (RAD) Program and its associated long-term project based vouchers. Tenants currently residing at Briarfield will have a right to return to the new RAD project once it is completed, ensuring their housing needs continue to be met. Other available units in the project will be allocated to eligible individuals and households from the waiting list.

The City's funding assistance through its HOME Investment Partnerships Entitlement Program are allocated for infrastructure work within the rehabilitation project and will be used for the following:

Water system upgrades, sewer system upgrades, street improvements, drainage improvements, and sidewalk construction and upgrades. The total anticipated project cost is approximately \$28,430,011 and construction and rehabilitation work is anticipated to take 3-4 years.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Hattiesburg Housing Authority encourages residents to be involved in management, which includes participating in development of capital improvement plans and serving on the Resident Advisory Board (RAB). Hattiesburg Housing Authority also encourages residents to participate in homeownership opportunities and to attend on site workshops that include homeowner education and financial literacy programs, among other topics. Resident engagement initiatives include community meetings, social events and volunteer opportunities.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not Applicable

Discussion

(optional)

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

In collaboration with MUTEH, the Pine Belt Coalition on Homelessness and other local, regional and state housing service agencies, the City will continue working to address and prevent homelessness in Hattiesburg. The City will continue to pursue additional resources to support an increased number of transitional housing units and to increase the inventory of and access to permanent affordable housing throughout Hattiesburg.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

During PY2024, the City will continue to work with its partner agencies and will support on-going efforts to reach out to homeless persons, especially unsheltered persons, and assess individual needs. The City will continue to support the annual Point in Time Count. It also will encourage local agencies and organizations to take advantage of HIMS training opportunities and use the homeless information system to comprehensively improve case management and efficiency in delivery services.

Addressing the emergency shelter and transitional housing needs of homeless persons

Emergency shelter and transitional housing needs of homeless populations are met by various agencies, including MUTEH, ASC-Hattiesburg, the Domestic Abuse Family Shelter and the Shafer Center. The City of Hattiesburg does not receive an annual ESG allocation but provides input regarding use of ESG funds to benefit with emergency and transitional housing needs within the City. The City supports expanding affordable housing options and helping homeless and near homeless individuals and families achieve self-sufficiency.

The City will provide letters of support for grant applications submitted by the Pine Belt Coalition on Homelessness, ASC, the Domestic Abuse Family Shelter, Inc., the Salvation Army-Hattiesburg and other agencies and organizations to assist their efforts to provide emergency shelter and transitional housing in the City. The City also will continue working with these agencies to identify opportunities to expand local emergency shelter and transitional housing resources.

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

The City supports the on-going work of the agencies and organizations providing housing assistance services for all homeless populations in Hattiesburg, 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. Hattiesburg's Homeless Coordinator will continue working with housing assistance providers to assist homeless and near-homeless populations access emergency shelter, transitional and permanent housing and supportive housing services, as needed, to meet an individual's and a family's needs. The Homeless Coordinator also helps link the near-homeless with available housing resources so they may avoid becoming homeless and helps individuals and families make the transition to permanent housing and independent living, to shorten the period of time that individuals and families experience homelessness. She also works with MUTEH and the Southeast Coalition on Homelessness to facilitate access for homeless individuals and families to affordable housing units and to prevent individuals and families who were recently homeless from becoming homeless again.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: 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); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

During PY2024, the City of Hattiesburg will continue working with MUTEH, the Pine Belt Coalition on Homelessness, the Lighthouse Rescue Mission, ASC-H, and other housing assistance providers to help meet the housing and supportive services needs of extremely low-income individuals and families and those who are 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) or receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth so they may avoid becoming homeless.

In PY2024, the City will continue working with the Mississippi Regional Housing Authority VIII to expand the number of housing assistance vouchers available to the homeless and near-homeless in Hattiesburg and will support the Hattiesburg Housing Authority's project to rehabilitate Briarfield Homes, a multifamily public housing development

Discussion

The City's HOME and CDBG Programs will continue to support housing rehab and repair activities for low- and moderate-income homeowners. Historically, many of the households served by these activities include disabled and/or senior family members. Though there are no activities proposed in the 2024 action plan for the direct purpose of serving special needs populations other than the homeless, all other activities will inevitably provide indirect benefit to other special needs populations such as those with disabilities, persons with HIV/AIDS, and the elderly.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Hattiesburg's 2019 Analysis of Impediments to Fair Housing Choice is a component of the statewide A.I., which identifies local barriers to affordable housing that will require considerable resources and many years to eliminate. By working with a growing network of housing agencies, housing assistance providers, faith-based and other nonprofit organizations and residents, the City has begun the process of eliminating affordable housing barriers and is committed to providing suitable living environments for all of its residents, particularly to low- to moderate-income individuals and households.

Actions it planned 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

The City reviews and updates its policies on an on-going basis, including land use and zoning regulations, building codes, schedule of fees and charges, and it has not identified any that need to be removed or ameliorated because they serve as a growth limit, adversely affect the return on residential investment or otherwise serve as barriers to affordable housing in Hattiesburg. The City's official zoning district map allows for a mixture of single- and multi-family residential units on varying lot sizes throughout the City as well as group homes in a variety of areas. Other land use regulations support sustainability and community resilience measures; promote preservation and enhancement of natural resources; and require stormwater management to improve the living environment of residents in every ward. The City complies with current building codes, which requires compliance with Americans with Disabilities Act and Fair Housing Act provisions.

With a large number of housing units in the City constructed prior to 1979, the City not only complies with 24 CFR Part 35 in terms of lead-based paint (LBP) assessment and abatement, it also requires homeowners and rental housing owners who participate in any of Hattiesburg's housing programs likewise to comply.

Historically, lower-income housing tended to be located in areas subject to recurring flooding since they were considered less desirable and thus more affordable. Hattiesburg, like many cities across the USA, requires new housing be constructed at or above a specified base flood elevation to protect public health and minimize flood damage to property, which generally increases the cost of a home.

In recent years, a barrier to affordable housing was created when FEMA placed a limit on the total cost or value a homeowner may invest in repairs or rehabilitation of his/her home over a specified number of years. In some cases, this precludes homeowners from being able to protect their investment by repairing or replacing roofs and windows in between storm events. More recently, changes to the Consolidated Plan

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National Flood Insurance Program (NFIP) now factors in a structure's proximity to water bodies that may flood, regardless of the property's elevation, history of flooding, or whether or not it is located in a flood prone zone. Thus, both FEMA regulations and the new NFIP rating system have decreased the affordability of many residences. FEMA, the insurance industry and lending institutions that require property insurance for houses with mortgages are not able to identify how many years insurance premiums will continue to increase annually for houses not in a flood zone, not at a low elevation and not having previously flooded. As one insurance industry representative stated, the only thing that is known is that the cost of residential insurance premiums will continue to increase. Unlike construction costs and property insurance premiums, which the City has no control over, Hattiesburg property taxes have not been increased recently and permit fees and related use charges remain reasonable. The City will continue to work with the USM Institute for Disability Studies, the Mississippi Center for Justice, Mississippi Legal Services and other fair housing advocates to remove barriers identified in the Analysis of Impediments to Fair Housing Choice.

Discussion:

During PY2024, the City will continue its community outreach efforts to educate residents about their rights and responsibilities under the Fair Housing Act and will continue to work with local lending institutions, the United Way of SE MS, the Hattiesburg Public School District and volunteers to offer no-cost financial literacy workshops to improve residents' understanding of how to make their money work effectively to achieve their housing goals.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Hattiesburg will continue working to eliminate duplication of services to maximize benefits from its investment of public resources and will continue to work collaboratively with local, regional and state agencies and organizations to meet the considerable needs of its residences in all income brackets, but particularly the needs of its very low and low-income residents and those with special needs.

Actions planned to address obstacles to meeting underserved needs

The City will continue to work with local faith-based organizations and other community organizations to identify and address obstacles to meeting underserved needs in Hattiesburg. The City also will work with local, regional, state and federal agencies to expand resources available to meet the growing needs of its very low and low-income residents and homeless populations with recent increases in inflation and interest rates.

Efforts to recruit and organize volunteers to help address some of the unmet needs of the underserved, such as assisting low-income special needs residents with minor home repairs, conducting no-cost financial literacy classes, and will be made by the City and its collaborating partners to better meet the needs of the underserved.

Actions planned to foster and maintain affordable housing

The City will research ownership of vacant lots as a first step toward exploring opportunities for residential infill development, which will depend on resource availability, zoning and overall site suitability among other things. The City will encourage owners of vacant lots with abandoned structures to sell them “as is” to a nonprofit housing organization or developer for redevelopment into affordable rental housing. The City of Hattiesburg will continue to work with housing developers and realtors to encourage infill housing development and to provide supportive zoning that supports a diverse range of affordable housing units throughout the City, especially to meet the needs of the low-income, elderly and those with special needs. The City also will continue to explore the feasibility of developing less traditional housing, including group homes and tiny or small homes. The City will invest its HOME and CDBG resources to maximize benefits provided to residents and it will continue to lobby MRHAVIII for an expanded number of housing vouchers to assist Hattiesburg residents, especially low-income, elderly and special needs populations.

Actions planned to reduce lead-based paint hazards

Hattiesburg participates in HUD’s LeadSAFE lead-based paint (LBP) hazard safety training and hazard reduction program. Through the hazard reduction program, the City offers no-cost paint inspections for income-eligible households whose homes were built before 1979 to determine if LBP is present. The City works collaboratively with MSDH and local health service providers to educate parents, pregnant women, landlords and those working in housing rehabilitation or repair businesses about LBP hazards. No-cost

brochures are available in City Hall, identifying typical sources of LBP poisoning and related information to improve awareness of this health hazard, which may permanently impair children ages six and under. Based on information from MSDH, the public education and outreach efforts of the last several years appear to be working to decrease the number of LBP poisonings across the state. During Program Year 2023, the City will continue its educational outreach effort and will continue to offer local contractors a variety of no-cost, LBP hazard safety training courses. Upon completion of the courses, participants may take an exam to become EPA-certified to conduct lead inspections, lead assessments and lead abatement. As part of its LBP educational outreach program, the City also will continue to participate in the Mississippi State Department of Health's Mississippi Lead Poisoning Prevention and Healthy Homes Program (MLPPHHP) to achieve the goal of reducing the number of children exposed to lead and other environmental hazards by increasing public awareness and facilitating prevention activities

Actions planned to reduce the number of poverty-level families

While the issue of poverty is far more complex than any one symptom or circumstance, financial literacy and an understanding of traditional banking and traditional (non-predatory) lending can at least serve as pieces to the puzzle of fighting poverty. Efforts like this are beneficial to people of any income group.

Actions planned to develop institutional structure

The City plans to continue facilitating meetings with various housing agencies, and participating in the Community Action Agency, the Southeast Coalition on Homelessness, and other similar organizations as the opportunity arises. The City will continue to assess the group for gaps in representation and work to close those gaps by bringing other valuable participants to the discussion.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Hattiesburg will continue to collaborate with the HHA, MRHA VIII, Mississippi Home Corp, local service providers and community groups to eliminate duplication of services, more comprehensively address public and private affordable housing issues and invest its limited resources to maximize benefits to residents. The City will continue to collaborate with other agencies and organizations to educate residents, in both public and private housing, about their rights under the Fair Housing Act and responsibilities of landlords to respond to reasonable requests.

Discussion:

By continuing to share and efficiently use resources, eliminating duplication of services and expanding the community's network of supportive services agencies, organizations and volunteers, the City of Hattiesburg is making progress toward addressing high priority needs. Through continued collaboration, work will continue to improve and expand delivery of supportive services and housing assistance to Hattiesburg's low-to moderate-income households throughout the City.

The Consolidated Plan development process has re-enforced awareness of the community's extensive needs and prioritization of those needs has been constructive. Implementation of projects and activities identified through this process will improve living environments for residents, particularly the low- and moderate-income households with improved access to affordable housing.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

In Program Year (PY) 2024, the City was awarded a CDBG allocation of \$542,388.00 and a HOME Investment Partnership allocation of \$281,936.47 from HUD. It does not anticipate generating any program income in PY2024. The City anticipates it will carry forward an estimated \$1,320,919.00 in previously allocated but unexpended CDBG funds and an estimated \$1,443,517 in previously allocated but unexpended HOME funds and reallocating some of the funds to support PY2024 projects through a proposed substantial amendment to the Consolidated Plan and Annual Action Plans. The City identifies its overall benefit period to be one year, 2024.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City has no other forms of investment beyond FY 2022 HOME allocation, \$331,710.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

HOME PROGRAM – RECAPTURE PROVISIONS

In all HOME Homebuyer activities, the City of Hattiesburg employs Recapture as the method by which HOME investment is protected for the period of affordability. The HOME investment to be protected is described as the “direct subsidy,” which includes the HOME investment that enabled the homebuyer to purchase a property. Direct subsidy includes two components:

- 1) Downpayment assistance, closing costs or other HOME assistance provided directly to the homebuyer, and;
- 2) The difference between the fair market value and a reduced sales price which is attributable to HOME development assistance.

These two components will be added together to identify the direct subsidy amount to be protected by the Recapture provisions.

Specifically, the City imposes Recapture requirements in accordance with 24 CFR 92.254 (a)(5)(ii)(A)(2), whereby there is a reduction of the amount subject to recapture, pro rata, over the course of the affordability period.

In practice, the City will calculate the number of months that a beneficiary has satisfied the applicable affordability period and will divide that number by the total number of months of the applicable affordability period. The resulting percentage is the proportion of the affordability period that has been satisfied. The total award amount will be multiplied by this percentage. The resulting dollar amount is the portion of the award that reduces any amount subject to recapture. The City may only recapture funds if/when there are net proceeds from which an amount can be recaptured.

Example: A Homebuyer received HOME assistance in the amount of \$10,000, with an applicable affordability period of 5 years (60 months). After 20 months, the beneficiary sells the house. The City will determine that 20 months of the affordability period was satisfied, which is 33.3% of the total period (20/60). Multiplying \$10,000 (total award) by 33.33% (portion satisfied) equals \$3,333. The total award can be reduced by this amount (\$10,000 - \$3,333) to arrive at the amount to be

recaptured - \$6,667. This \$6,667 is the maximum amount that can be recaptured and is subject to what net proceeds are available at sale. If only \$2,000 in net proceeds is available at sale, only \$2,000 will be recaptured. If \$20,000 in net proceeds is available at sale, only \$6,667 will be recaptured.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds. See 24 CFR 92.254(a)(4) are as follows:

The City acknowledges the provision of 24 CFR 92.254 (a)(5)(ii) that allows subsequent buyers to assume the remaining affordability period should the subsequent buyer be determined income-eligible for HOME purposes. This assumes that the new buyer does not receive any HOME assistance in the acquisition of the unit. Subsequent purchase by a buyer using HOME assistance in the acquisition will result in applicable recapture for the selling party and the establishment of a new affordability for the new buyer based on the details of their own HOME assistance. In the event of foreclosure (or death) during the affordability period, the Deed Restriction filed at project completion will trigger and the City will recapture funds if/when there are net proceeds from which an amount can be captured.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

N/A

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

N/A

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

N/A

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

N/A

Based on the HOME Affordable Homeownership, the City will determine 95% of the median area purchase price set forth at CFR 92.254 (a)(2)(iii). For single-family housing, this does not exceed \$148,000.00. Eligible applicants for the City's DPA and Rehabilitation Programs are low and very-low income residents of the City. The City uses a number of public forums and events to promote its programs and to solicit applicants. Information may be obtained in the Community Development office Monday-Friday from 8:00 am to 5:00 pm. For CHDO Set-Aside funds, the eligible applicants are local not-for-profit housing development organizations that can meet HOME CHDO requirements. These agencies are solicited through a Request for Proposal process.



CERTIFICATIONS

- SF 424's
 - Assurances
 - Certifications
 - Affirmatively Further Fair Housing
 - Uniform Relocation Act and Anti-displacement and Relocation Plan
 - Anti-Lobbying
 - Authority of Jurisdiction
 - Consistency with plan
 - Section 3
 - Specific Community Development Block Grant Certifications
 - Citizen Participation
 - Community Development Plan
 - Following a Plan
 - Use of Funds
 - Excessive Force
 - Compliance with Anti-discrimination laws
 - Lead-Based Paint
-

- Compliance with Laws
- Optional -Community Development Block Grant Certification
- Specific HOME Certifications
 - Tenant Based Rental Assistance
 - Eligible Activities and Costs
 - Subsidy layering
- Emergency Solutions Grants Certifications
 - Major rehabilitation/conversion/renovation
 - Essential Services and Operating Costs
 - Renovation
 - Supportive Services
 - Matching Funds
 - Confidentiality
 - Homeless Persons Involvement
 - Consolidated Plan
- Housing Opportunities for Persons with AIDS Certifications
- Appendix to Certifications
 - Lobbying Certification



CDBG

SF-424 & ASSURANCES

Application for Federal Assistance SF-424

* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application		* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision		* If Revision, select appropriate letter(s): * Other (Specify): 	
* 3. Date Received: 08/12/2024		4. Applicant Identifier: 64-6000432			
5a. Federal Entity Identifier: 			5b. Federal Award Identifier: 		
State Use Only:					
6. Date Received by State: 		7. State Application Identifier: 			
8. APPLICANT INFORMATION:					
* a. Legal Name: City of Hattiesburg					
* b. Employer/Taxpayer Identification Number (EIN/TIN): 64-6000432			* c. UEI: N4XZJLJ9AVM1		
d. Address:					
* Street1: P. O. Box 1898					
Street2:					
* City: Hattiesburg					
County/Parish:					
* State: MS: Mississippi					
Province:					
* Country: USA: UNITED STATES					
* Zip / Postal Code: 39403-1898					
e. Organizational Unit:					
Department Name: Urban Development			Division Name: Community Development Division		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix: Mr.		* First Name: Wiley			
Middle Name:					
* Last Name: Quinn					
Suffix:					
Title: Director of Urban Development					
Organizational Affiliation: City of Hattiesburg					
* Telephone Number: 601-545-4609			Fax Number:		
* Email: wquinn@hattiesburgms.com					

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

U. S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grants/Entitlement Grants

* 12. Funding Opportunity Number:

2024 CDBG

* Title:

Community Development Block Grant

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Program Administration and Public Facilities & Improvements

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	542,388.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	542,388.00

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number:

Fax Number:

* Email:

* Signature of Authorized Representative:



* Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the

National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Mayor	
APPLICANT ORGANIZATION City of Hattiesburg		DATE SUBMITTED August 12, 2024



HOME

SF-424 & ASSURANCES

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

08/12/2024

4. Applicant Identifier:

64-6000432

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Hattiesburg

* b. Employer/Taxpayer Identification Number (EIN/TIN):

64-6000432

* c. UEI:

N4XZJLJ9AVM1

d. Address:

* Street1:

P. O. Box 1898

Street2:

* City:

Hattiesburg

County/Parish:

* State:

MS: Mississippi

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

39403-1898

e. Organizational Unit:

Department Name:

Urban Development

Division Name:

Community Development Division

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

Wiley

Middle Name:

* Last Name:

Quinn

Suffix:

Title: Director of Urban Development

Organizational Affiliation:

City of Hattiesburg

* Telephone Number:

601-545-4609

Fax Number:

* Email:

wquinn@hattiesburgms.com

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

U. S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

HOME Investment Partnership Act

* 12. Funding Opportunity Number:

2024 HOME Investment Partnership

* Title:

HOME Investment Partnership

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

HOME Program Administration, Housing Programs, CHDO Set-Aside

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a Applicant MS-004

* b Program/Project MS-004

Attach an additional list of Program/Project Congressional Districts if needed

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a Start Date: 10/01/2023

* b End Date: 09/30/2024

18. Estimated Funding (\$):

* a Federal	281,936.47
* b Applicant	0.00
* c State	0.00
* d Local	0.00
* e Other	0.00
* f Program Income	0.00
* g TOTAL	281,936.47

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name: Toby

Middle Name:

* Last Name: Barker

Suffix:

* Title: Mayor

* Telephone Number: 601-545-4501

Fax Number: 601-545-4592

* Email: mayor@hattiesburgms.com

* Signature of Authorized Representative:

* Date Signed: 08/12/2024

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

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As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
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17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Mayor	
APPLICANT ORGANIZATION City of Hattiesburg	DATE SUBMITTED August 12, 2024	



CERTIFICATIONS

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

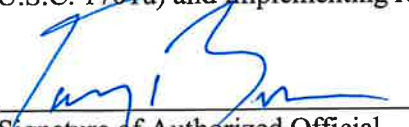
Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.


Signature of Authorized Official

8/12/24
Date

MAYOR
Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2024 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.



Signature of Authorized Official

8/12/24

Date

MAYOR

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.



Signature of Authorized Official

8/12/24

Date

MAYOR

Title

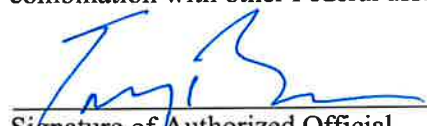
Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;


Signature of Authorized Official

8/12/24
Date

MAYOR
Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for these individuals.

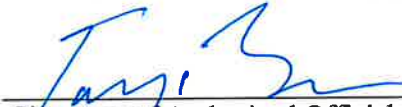
Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

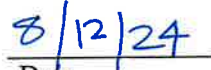
Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.



Signature of Authorized Official



Date



Title

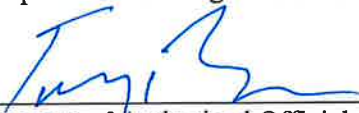
Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

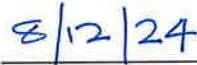
Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.



Signature of Authorized Official



Date



Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



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, September 3, 2024
Re: Approve Specifications and Authorize publication of an advertisement for various term bid items for the City of Hattiesburg Water Department.
File Number: 2024-435
Minute Book #

Summary

Approve Specifications and Authorize publication of an advertisement for various term bid items for the City of Hattiesburg Water Department.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 3, 2024 City Council meeting for consideration.

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, September 26, 2024, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies for the **Water Department** beginning on October 8, 2024 and ending September 30, 2026, to-wit:

- | | |
|-----------------|--|
| ITEM #11 | CHLORINE GAS AND SULFUR DIOXIDE FOR THE CITY OF HATTIESBURG |
| ITEM #20 | FURNISH LABOR, EQUIPMENT AND MATERIAL FOR REPAIR, REPLACEMENT OR INSTALLATION OF DUCTILE IRON OR PVC WATER LINES AND FITTINGS FOR THE HATTIESBURG |
| ITEM #26 | SANITARY SER LIND AND STORM SEWER REPAIR OR REPLACEMENT AND NEW INSTALLATION AS PROVIDED HEREIN |

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID@ and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 3rd day of September, 2024.

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

(S E A L)

**SPECIFICATIONS FOR ITEM # 11: CHLORINE GAS AND SULFUR DIOXIDE FOR
THE CITY OF HATTIESBURG WATER DEPARTMENT**

Bidder shall bid on furnishing Chlorine Gas, which meets or exceeds the following specifications, to-wit:

100% active Chlorine Gas suitable for water purification, in 150-pound and one (1) ton containers.

Sulfur Dioxide suitable for water dichlorination in one (1) ton containers.

Price shall include delivery by truck equipped with loading and unloading mechanism to handle containers at point of delivery. No overhead lifting facilities available at point of delivery.

Must meet all requirements of AWWA Standard #B301-81.

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written Certification shall be provided upon request of Hattiesburg Water Department Officials.

PAYMENT TERMS: Remittance within forty-five (45) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning October 8, 2024, and ending September 30, 2026, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: Within twenty-four (24) hours after issuance of purchase order, F.O.B. Hattiesburg, Mississippi, as indicated on Purchase Order, freight prepaid to all the following locations located within the city limits of Hattiesburg, Mississippi:

Methodist Tank	450 Weathersby Road
4 th Street Well	3320 W 4 th Street
USM Tank and Well	2811 W 4 th Street
North Lagoon	3401 Lakeview Road
South Lagoon	1903 E Hardy Street
FGH Tank and Well	6051 US Hwy 49 South
Water Plant 1	5010 Old Hwy 42
Water Plant 2	900 James Street

NOTE: DELIVERY OF CHLORINE GAS CYLINDERS BY REAR TANDEM AXLE VEHICLE IS NOT POSSIBLE DUE TO RESTRICTED ACCESS. DELIVERY SHALL BE ACOMPLISHED BY SINGLE AXLE VEHICLE TO THE ABOVE LOCATIONS.

SEALED bids will be received until 10:00 A.M., Thursday, September 26, 2024 in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be

the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

SEALED BIDS must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID

**ITEM #11 CHLORINE GAS AND SULFUR DIOXIDE FOR
THE CITY OF HATTIESBURG WATER DEPARTMENT
SUBMITTED BY 10:00 A.M. THURSDAY, SEPTEMBER 26, 2024**

The lowest and best bid received will be accepted, subject to the provisions of Section 21-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State Law; but the Council reserves the right to reject any and all bids received and to waive informalities.

Approved on this, the 3RD day of September, 2024.

City of Hattiesburg, Mississippi

By: _____
CITY CLERK

SPECIFICATIONS APPROVED BY:

WATER DEPARTMENT

ITEM #11
CHLORINE GAS AND SULFUR DIOXIDE FOR
THE CITY OF HATTIESBURG WATER DEPARTMENT

ITEM	UNIT	PRICE
CHLORINE-150 LB. CONTAINERS		
CHLORINE-1 TON CONTAINERS		
SULFUR DIOXIDE- 1 TON CONTAINERS		
TOTAL BID PRICE		\$

Name of Company

Street / P.O. Address

City / State / Zip Code

Phone / Fax Numbers

Date of Bid

Official's Name and Title

Official's Signature

**SPECIFICATIONS FOR ITEM #20: FURNISH LABOR, EQUIPMENT AND MATERIAL FOR
REPAIR, REPLACEMENT OR INSTALLATION OF DUCTILE
IRON OR PVC WATER LINES AND FITTINGS FOR THE
HATTIESBURG WATER DEPARTMENT**

Bidder shall bid on furnishing all labor, equipment, materials, insurance performance and payment bond where requested, and other necessary appurtenances and other conditions as shown in specifications on file in the City of Hattiesburg Engineering Department and shall be familiar with the subsurface condition within the City of Hattiesburg surrounding the work area.

Bidder shall have available or in his possession equipment of sufficient size and quantity to properly perform said project. Bidder will prepare a list of all equipment he has available to perform the work as shown in specifications on file in the City of Hattiesburg Engineering Department. Equipment list will not include leased or rented equipment.

Bidder will be allowed an allowance of one and one half percent of the total cost of a project if a performance and payment is requested by the City Engineer or his representative on a particular project. Bidder will carry sufficient insurance as outlined in specifications on file and will attach a certificate of insurance to his bid proposal.

Much of the work involved under this proposal could be of an emergency nature and it will be necessary that the successful bidder be able to respond and commence work within a two (2) hour time frame after work order has been issued.

Bidder will be properly licensed within the State of Mississippi for water construction work and will place license number and certificate of responsibility number on bid and in the lower left hand corner of the envelope as required by law.

The City of Hattiesburg reserves the right to bid any and all projects, as determined by the City Engineer, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning October 1, 2024 and ending September 30, 2026, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

SEALED bids will be received until 10:00 A.M., Thursday, September 26, 2024 in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

SEALED BIDS must be received in a sealed envelope which is clearly marked in the lower left-hand corner EXACTLY as follows:

BID

**ITEM #20 FURNISH LABOR, EQUIPMENT AND MATERIAL FOR REPAIR,
REPLACEMENT OR INSTALLATION OF DUCTILE IRON OR PVC WATER
LINES AND FITTINGS FOR THE HATTIESBURG WATER DEPARTMENT
SUBMITTED BY 10:00 A.M. THURSDAY, SEPTEMBER 26, 2024**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 3RD day of September, 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

CITY CLERK

SPECIFICATIONS APPROVED BY:

WATER DEPARTMENT

**ITEM #20 - FURNISH LABOR, EQUIPMENT AND MATERIAL FOR REPAIR, REPLACEMENT OR
INSTALLATION OF DUCTILE IRON OR PVC WATER LINES AND FITTINGS FOR
THE HATTIESBURG WATER DEPARTMENT**

ITEMS	UNIT BID PRICE
4" BENDS, INCLUDING BLOCKING, PER EACH	
6" BENDS, INCLUDING BLOCKING, PER EACH	
8" BENDS, INCLUDING BLOCKING, PER EACH	
10" BENDS, INCLUDING BLOCKING, PER EACH	
12" BENDS, INCLUDING BLOCKING, PER EACH	
14" BENDS, INCLUDING BLOCKING, PER EACH	
16" BENDS, INCLUDING BLOCKING, PER EACH	
18" BENDS, INCLUDING BLOCKING, PER EACH	
20" BENDS, INCLUDING BLOCKING, PER EACH	
TOTAL	

4" TEES, INCLUDING BLOCKING, PER EACH	
6" TEES, INCLUDING BLOCKING, PER EACH	
8" TEES, INCLUDING BLOCKING, PER EACH	
10" TEES, INCLUDING BLOCKING, PER EACH	
12" TEES, INCLUDING BLOCKING, PER EACH	
14" TEES, INCLUDING BLOCKING, PER EACH	
16" TEES, INCLUDING BLOCKING, PER EACH	
18" TEES, INCLUDING BLOCKING, PER EACH	
20" TEES, INCLUDING BLOCKING, PER EACH	
TOTAL	

4" VALVES, PER EACH	
6" VALVES, PER EACH	
8" VALVES, PER EACH	
10" VALVES, PER EACH	
12" VALVES, PER EACH	
14" VALVES, PER EACH	
16" VALVES, PER EACH	
18" VALVES, PER EACH	

20" VALVES, PER EACH	
TOTAL	

6" SOLID SLEEVES, PER EACH	
8" SOLID SLEEVES, PER EACH	
10" SOLID SLEEVES, PER EACH	
12" SOLID SLEEVES, PER EACH	
16" SOLID SLEEVES, PER EACH	
TOTAL	

FIRE HYDRANTS, INCLUDING BLOCKING PER EACH	
--	--

VALVE BOXES, PER EACH	
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ITEMS	UNIT BID
4" DUCTILE IRON P.C. 350, PER LF	
6" DUCTILE IRON P.C. 350, PER LF	
8" DUCTILE IRON P.C. 350, PER LF	
10" DUCTILE IRON P.C. 350, PER LF	
12" DUCTILE IRON P.C. 350, PER LF	
TOTAL	

14" DUCTILE IRON P.C. 250, PER LF	
16" DUCTILE IRON P.C. 250, PER LF	
18" DUCTILE IRON P.C. 250, PER LF	
20" DUCTILE IRON P.C. 250, PER LF	
TOTAL	

4" PVC C900 P.C. 200, PER LF	
6" PVC C900 P.C. 200, PER LF	
8" PVC C900 P.C. 200, PER LF	
10" PVC C900 P.C. 200, PER LF	
12" PVC C900 P.C. 200, PER LF	
14" PVC C900 P.C. 150, PER LF	
16" PVC C900 P.C. 150, PER LF	

18" PVC C900 P.C. 150, PER LF	
20" PVC C900 P.C. 150, PER LF	
TOTAL	

**FURNISH LABOR, EQUIPMENT AND MATERIAL FOR DIRECTIONAL BORING OF
WATER MAIN USING HDPE PIPE, SDR11, PRESSURE CLASS 260 WITH FUSION JOINTS**

ITEMS	UNIT BID PRICE
2" HDPE PER LF	
4" HDPE PER LF	
6" HDPE PER LF	
8" HDPE PER LF	
10" HDPE PER LF	
12" HDPE PER LF	
14" HDPE PER LF	
16" HDPE PER LF	
1" SERVICE LINES	
TOTAL	

**FURNISH LABOR, EQUIPMENT AND MATERIAL FOR REPAIR, REPLACEMENT OR
INSTALLATIONS OF SERVICE LINE FOR THE HATTIESBURG WATER DEPARTMENT**

ITEMS	UNIT BID PRICE
1" TUBING P.C. 200, PER LF	
1" CURB STOP, PER EACH	
1" CORP COCK, PER EACH	
DOUBLE STRAP SERVICE SADDLES - 4", PER EACH	
DOUBLE STRAP SERVICE SADDLES - 6", PER EACH	
DOUBLE STRAP SERVICE SADDLES - 8", PER EACH	
DOUBLE STRAP SERVICE SADDLES - 10", PER EACH	
DOUBLE STRAP SERVICE SADDLES - 12", PER EACH	
TOTAL	

FURNISH EQUIPMENT INCLUDING MAINTENANCE, FUEL AND OPERATOR

ITEMS	UNIT BID
BACKHOE, 555 OR EQUAL, PER HOUR	
DUMP TRUCK, 12-14 C.Y., TANDEM, PER HOUR	
VACUUM TRUCK, PER HOUR	
WATER PUMP, 3" OR 4", PER HOUR	
SERVICE TRUCK WITH TWO CREW WORKERS, PER HOUR	

CRAWLER TRACK HOE, PER HOUR	
SKID STEER WITH HYDRAULIC BREAKER, PER HOUR	
MINI EXCAVATOR, PER HOUR	
TOTAL	

REPAIR OF ROADWAY, DRIVES AND PARKING AREAS

ITEMS	UNIT BID
SELECT GRANULAR FILL, PER C.Y.	
ASPHALT FOR PAVING REPAIR, PER TON	
CONCRETE REPAIR, 6" THICK, PER S. Y.	
CLAY GRAVEL, PER C. Y.	
WASHED GRAVEL, PER C. Y.	
CRUSHED CONCRETE PER TON	
REMOVE AND REPLACE CURB AND GUTTER LINEAR FOOT	
REMOVE OR REPLACE 4" THICK CONCRETE DRIVES OR WALKS SQUARE YARD	
TOPSOIL FOR YARD REPAIR CUBIC YARD	
DOZER RENTAL INCLUDING OPERATOR, FUEL, AND MAINTENANCE, JOHN DEERE 450C OR EQUAL PER HOUR	
SMALL VIBRATING SHEEP FOOT ROLLER PER HOUR	
REMOVE ASPHALT AND CONCRETE PER SQUARE YARD	
SAW CUT CONCRETE PER LINEAR FOOT	
4 INCH WATER PUMP PER DAY	
6 INCH WATER PUMP PER DAY	
SKID STEER WITH HYDRAULIC BREAKER PER HOUR	
SPECIAL FITTINGS AND SUBMERSIBLE OR TURBINE PUMPS INVOICE COST PLUS PERCENT FOR HANDLING	
8 INCH WATER PUMP PER DAY	
10 INCH WATER PUMP PER DAY	
12 INCH WATER PUMP PER DAY	
MISCELLANEOUS CONCRETE PER C.Y.	
SAW CUT ASPHALT ALL DEPTHS PER LINEAR FOOT	
TOTAL	

FURNISH LABOR, EQUIPMENT, AND MATERIAL FOR INSTALLING INSERT A VALVES

ITEMS	UNIT BID PRICE
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4" VALVES, PER EACH	
6" VALVES, PER EACH	
8" VALVES, PER EACH	
10" VALVES, PER EACH	
12" VALVES, PER EACH	
TOTAL	

FURNISH SPECIAL FITTING, INVOICE COST PLUS PERCENT FOR HANDLING

ITEMS	UNIT BID PRICE
SPECIAL FITTING, INVOICE COST PLUS PERCENT FOR HANDLING, PER CENT	
TURBINE OR CENTRIFUGAL PUMP, INVOICE COST PLUS PERCENT FOR HANDLING	

FURNISH LABOR, EQUIPMENT, AND MATERIAL FOR INSTALLING TAPPING SLEEVES AND VALVES AND CUTTING HOLE

ITEMS	UNIT BID PRICE
4" X 2" SLEEVE AND VALVE, PER EACH	
4" X 4" SLEEVE AND VALVE, PER EACH	
6" X 2" SLEEVE AND VALVE, PER EACH	
6" X 4" SLEEVE AND VALVE, PER EACH	
6" X 6" SLEEVE AND VALVE, PER EACH	
8" X 2" SLEEVE AND VALVE, PER EACH	
8" X 4" SLEEVE AND VALVE, PER EACH	
8" X 6" SLEEVE AND VALVE, PER EACH	
8" X 8" SLEEVE AND VALVE, PER EACH	
10" X 2" SLEEVE AND VALVE, PER EACH	
10" X 4" SLEEVE AND VALVE, PER EACH	
10" X 6" SLEEVE AND VALVE, PER EACH	
10" X 8" SLEEVE AND VALVE, PER EACH	
10" X 10" SLEEVE AND VALVE, PER EACH	
12" X 2" SLEEVE AND VALVE, PER EACH	
12" X 4" SLEEVE AND VALVE, PER EACH	
12" X 6" SLEEVE AND VALVE, PER EACH	
12" X 8" SLEEVE AND VALVE, PER EACH	
12" x 10" SLEEVE AND VALVE, PER EACH	
12" X 12" SLEEVE AND VALVE, PER EACH	

16" X 2" SLEEVE AND VALVE, PER EACH	
16" X 4" SLEEVE AND VALVE, PER EACH	
16" X 6" SLEEVE AND VALVE, PER EACH	
16" X 8" SLEEVE AND VALVE, PER EACH	
16" X 10" SLEEVE AND VALVE, PER EACH	
16" X 12" SLEEVE AND VALVE, PER EACH	
16" X 16" SLEEVE AND VALVE, PER EACH	
20" X 4" SLEEVE AND VALVE, PER EACH	
20" X 6" SLEEVE AND VALVE, PER EACH	
20" X 8" SLEEVE AND VALVE, PER EACH	
20" X 10" SLEEVE AND VALVE, PER EACH	
20" X 12" SLEEVE AND VALVE, PER EACH	
20" X 16" SLEEVE AND VALVE, PER EACH	
TOTAL	
GRAND TOTAL BID PRICE	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

CERTIFICATE OF RESPONSIBILITY NO.

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

SPECIFICATIONS FOR ITEM #26:

**SANITARY SEWER LINE AND STORM SEWER REPAIR OR REPLACEMENT AND NEW
INSTALLATION AS PROVIDED HEREIN FOR THE PUBLIC SERVICES DEPARTMENT**

Bidder shall bid on furnishing all labor, equipment, materials, insurance performance and payment bond where requested, and other necessary appurtenances and other conditions as shown in specifications on file in the City of Hattiesburg Engineering Department and shall be familiar with the subsurface condition within the City of Hattiesburg surrounding the construction of any proposed project.

Bidder shall have available or in his possession equipment of sufficient size and quantity to properly perform said project. Bidder will prepare a list of all equipment he owns available to perform the work as shown in specifications on file in the City of Hattiesburg Engineering Department and submit with bid.

Bidder will be allowed an allowance of one and one-half percent of the total cost of a project if a performance and payment is requested by the City Engineer or his representative on a particular project. Bidder will carry sufficient insurance as outlined in specifications on file and will attach a certificate of insurance to his bid proposal.

Much of the work involved under this proposal could be of an emergency nature and it will be necessary that the successful bidder be able to respond and commence work within a 24 or 72-hour time frame after work order has been issued.

Bidder will be properly licensed within the State of Mississippi for sewer construction work and will place license number and certificate of responsibility number on bid and in the lower left-hand corner of the envelope as required by law.

The City of Hattiesburg reserves the right to bid any and all projects, as determined by the City Engineer, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning October 1, 2024, and ending September 30, 2026, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, as indicated on Purchase Order, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, September 26, 2024 in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

SEALED BIDS must be received in a sealed envelope which is clearly marked in the lower left-hand corner EXACTLY as follows:

BID
ITEM #26 SANITARY SEWER LINE AND STORM SEWER REPAIR OR
REPLACEMENT AND NEW INSTALLATION AS PROVIDED HEREIN
FOR CITY OF HATTIESBURG
SUBMITTED BY 10:00 A.M. THURSDAY, SEPTEMBER 26, 2024
CERTIFICATE OF RESPONSIBILITY NO. _____

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 3RD day of September, 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

SPECIFICATIONS APPROVED BY:

WATER DEPARTMENT

ITEM #26 - SANITARY SEWER LINE AND STORM SEWER REPAIR OR REPLACEMENT AND NEW
INSTALLATION AS PROVIDE HEREIN FOR THE PUBLIC SERVICES DEPARTMENT

SECTION I

PVC SOLID WALL PIPE SDR 26, RUBBER GASKET JOINTS, ASTM D 3034

PRICE PER LINEAR FEET										
ITEM	DESCRIPTION	DEPTH IN FEET								
		0/6	6/8	8/10	10/12	12/1	14/1	16/1	18/20	20/2
1	8" SEWER									
2	10" SEWER									
3	12" SEWER									
4	15" SEWER									
5	18" SEWER									
TOTAL										
GRAND TOTAL FOR SECTION										

SECTION II

CONCRETE PIPE FOR SANITARY SEWER, CLASS III, "0" RING TYPE JOINT, "0" RING TO MEET
ASTM DESIGNATION C 443. SEWER PIPE TO BE COATED INSIDE WITH TWO COMPONENT COAL TAR
EPOXY APPROVED BY CITY ENGINEER.

PRICE PER LINEAR FEET										
ITEM	DESCRIPTION	DEPTH IN FEET								
		0/6	6/8	8/10	10/12	12/1	14/1	16/1	18/20	20/2
6	18" SEWER									
7	21" SEWER									
8	24" SEWER									
9	30" SEWER									
10	36" SEWER									
TOTAL										
GRAND TOTAL FOR SECTION										

SECTION III

DUCTILE IRON SEWER PIPE WITH PUSH-ON JOINT IN ACCORDANCE WITH ANSI 21.11 (AWWA C 111).
PIPE TO BE BITUMINOUS COATED ON OUTSIDE AND PROPERLY LINE ON INSIDE WITH
CONCRETE,
BITUMINOUS OF POLYETHYLENE AS ACCEPTABLE BY CITY ENGINEER. PIPE TO BE CLASS 50.

PRICE PER LINEAR FEET

SECTION IV

DUCTILE IRON SEWER PIPE WITH PUSH-ON JOINT IN ACCORDANCE WITH ANSI 21.11 (AWWA C 111).
PIPE TO BE BITUMINOUS COATED ON OUTSIDE AND PROPERLY LINE ON INSIDE WITH CONCRETE,
BITUMINOUS OF POLYETHYLENE AS ACCEPTABLE BY CITY ENGINEER. PIPE TO BE CLASS 51.

PRICE PER LINEAR FEET										
ITEM NO	DESCRIPTION	DEPTH IN FEET								
		0/6	6/8	8/10	10/1	12/14	14/1	16/1	18/20	20/2
17	18" SEWER PIPE									
18	21" (20) SEWER									
19	24" SEWER PIPE									
20	27" SEWER PIPE									
21	30" SEWER PIPE									
22	36" SEWER PIPE									
TOTAL										
GRAND TOTAL FOR SECTION										

SECTION V

PRECAST REINFORCED CONCRETE MANHOLES, INCLUDING CONE SECTIONS, RISER, PRECAST BOTTOM,
COATED CORROSION RESISTANT STEPS, MANHOLE FRAME & COVER AS MANUFACTURED BY DEWS
FOUNDRY, MODEL DF-25 J.S. 400 POUNDS, MARKED "SEWER", OR EQUAL. MANHOLES TO BE COATED
INSIDE WITH TWO COMPONENT COAL TAX EPOXY. PRICE TO INCLUDE COMPLETE MANHOLE FOR DEPTH
SHOWN.

PRICE PER LINEAR FEET										
ITEM	DESCRIPTION	DEPTH IN FEET								
		0/6	6/8	8/10	10/1	12/14	14/1	16/1	18/20	20/2
23	48" DIAMETER									
24	60" DIAMETER									
25	72" DIAMETER									
TOTAL										
GRAND TOTAL FOR SECTION										

SECTION VI

WYES OR TEES

WYES SHALL BE OF STANDARD MANUFACTURED AND SHALL BE THE SAME TYPE AND STRENGTH
CLASSIFICATION OF PIPE WITH WHICH THEY ARE TO BE USED. SHALL INCLUDE 1/8 BEND.

33	27 X 6	N/A			
34	30 X 6	N/A			
35	36 X 6	N/A			
TOTAL					

SECTION VII

FLEXIBLE MANHOLE CONNECTION

FLEXIBLE MANHOLE CONNECTION SHALL BE KOR-N-SEAL AS MANUFACTURED BY NPC SYSTEMS, INC.,
PRESS-SEAL PSX AS MANUFACTURED BY PROFESSIONAL GASKET CORPORATION, OR APPROVED EQUAL
AND SHALL MEET ASTM DESIGNATION C-923.

PRICE QUOTED EACH		
ITEM NO	DESCRIPTION	UNIT PRICE
36	8" FLEXIBLE CONNECTION	
37	10" FLEXIBLE CONNECTION	
38	12" FLEXIBLE CONNECTION	
39	15" FLEXIBLE CONNECTION	
40	18" FLEXIBLE CONNECTION	
41	21" FLEXIBLE CONNECTION	
42	24" FLEXIBLE CONNECTION	
43	27" FLEXIBLE CONNECTION	
44	30" FLEXIBLE CONNECTION	
45	36" FLEXIBLE CONNECTION	
TOTAL		

SECTION VIII

COMMON ITEMS

ITEM	DESCRIPTION	UNIT	PRICE
46	6" SEWER SERVICE INCLUDING BENDS	LF	
47	INSTALL CLEAN-OUT, COMPLETE AND CONNECT EXISTING CUSTOMER SERVICE	EACH	
48	CONNECT NEW LINE INTO EXISTING MANHOLE	EACH	
49	RECONSTRUCT INVERT IN EXISTING MANHOLE	EACH	
50	DROP CONNECTION TO MANHOLE	PER FT OF	
51	WELL POINTING IF NEEDED AND DIRECTED BY CITY ENGINEER	LF	
52	WASH GRAVEL FOR PIPE BEDDING	CUBIC YARD	
53	WASH GRAVEL FOR MANHOLE BEDDING	CUBIC YARD	

60	HOT MIX ASPHALT FOR ROAD REPAIRS	TON	
61	MILLED ASPHALT FOR TEMPORARY ROAD REPAIRS	TON	
62	TOPSOIL FOR YARD REPAIR	CUBIC YARD	
63	BY PASS PUMPING	LF	
64	CLEARING & GRUBBING	PER ACRE	
65	DOZER RENTAL INCLUDING OPERATOR, FUEL, AND MAINTENANCE, CAT D-5 OR EQUAL	PER HOUR	
66	DOZER RENTAL INCLUDING OPERATOR, FUEL, AND MAINTENANCE, JOHN DEERE 450C OR EQUAL	PER HOUR	
67	VACUUM TRUCK RENTAL WITH OPERATOR PER 8 HOUR DAY	PER HOUR	
68	ASPHALT OVERLAY OF STREET WHERE SEWER LINE REPLACED	PRICE PER TON	
69	CRAWLER TRACK HOE RENTAL INCLUDING OPERATOR, FUEL AND MAINTENANCE	PER HOUR	
70	VIBRATING SHEEP FOOT ROLLER	PER HOUR	
70A	SMALL VIBRATING SHEEP FOOT ROLLER	PER HOUR	
71	12-14 C.Y. TANDEM DUMP TRUCK	PER HOUR	
72	RUBBER TIRED BACKHOE 555E OR EQUAL	PER HOUR	
73	TRUCK WITH DUMP TRAILER 22 TO 24 C.Y.	PER HOUR	
74	REMOVE ASPHALT & CONCRETE	PER SQUARE YD	
75	SAW CUT CONCRETE	PER LF	
76	CRUSHED CONCRETE	PER TON	
76A	3 INCH WATER PUMP	PER DAY	
76B	4 INCH WATER PUMP	PER DAY	
76C	6 INCH WATER PUMP	PER DAY	
76D	SERVICE TRUCK WITH TWO MEN	PER HOUR	
76E	MINI TRACK EXCAVATOR	PER HOUR	
76F	RIP RAP 100# PLUS	PER TON	
76G	STEEL BENTS WITH 2 8" X 8" BEAMS, 20' LONG	EACH	
76H	ADDITIONAL COST FOR STEEL BENT OVER 20'	LF	
76I	SKID STEER WITH HYDRAULIC BREAKER	PER HOUR	
76J	JET TRUCK FOR LINE CLEANING	PER HOUR	
76K	RUBBER TRACK OFF RAD DUMP, MINIMUM 5 CYLINDER	PER HOUR	

76R	DRY PIT AND WET PIT SUBMERSIBLE OR CENTRIFUGAL PUMPS, INVOICE COST PLUS PERCENT FOR HANDLING	PER CENT	
76S	SAW CUT ASPHALT ALL DEPTHS	PER LF	
TOTAL			

SECTION IX

INSTALLATION OF STORM DRAIN OF VARIOUS SIZES AND NECESSARY APPURTENANCES. CONTRACTOR TO FURNISH ALL LABOR AND EQUIPMENT AND CITY OF HATTIESBURG TO PROVIDE ALL MATERIAL INCLUDING PIPE JOINT MATERIALS, INLETS, GRATES, BRICK, BLOCK, CEMENT, SAND AND OTHER ITEMS OF MATERIAL AS NEEDED.

ITEM	DESCRIPTION	DEPTH IN FEET				
		0/4	4/6	6/8	8/10	10/12
77	12" OR ARCH EQUIVALENT					
78	15" OR ARCH EQUIVALENT					
79	18" OR ARCH EQUIVALENT					
80	21" OR ARCH EQUIVALENT					
81	24" OR ARCH EQUIVALENT					
82	27" OR ARCH EQUIVALENT					
83	30" OR ARCH EQUIVALENT					
84	36" OR ARCH EQUIVALENT					
85	42" OR ARCH EQUIVALENT					
86	48" OR ARCH EQUIVALENT					
87	54" OR ARCH EQUIVALENT					
88	60" OR ARCH EQUIVALENT					
89	72" OR ARCH EQUIVALENT					
TOTAL						
GRAND TOTAL FOR SECTION						

90	INLET OR JUNCTION BOX PER FOOT OF DEPTH	UNIT	PRICE
a	12", 15" & 18" PIPE SIZES	PER FOOT OF	
b	21", 24" & 27" PIPE SIZES	PER FOOT OF	
c	30" & 36" PIPE SIZES	PER FOOT OF	
d	42" & 48" PIPE SIZES	PER FOOT OF	

92	FURNISHING LABOR, EQUIPMENT AND MATERIAL	UNIT	PRICE
a	2" STEEL CASING	PER LINEAR FOOT	
b	4" STEEL CASING	PER LINEAR FOOT	
c	6" STEEL CASING	PER LINEAR FOOT	
d	8" STEEL CASING	PER LINEAR FOOT	
e	10" STEEL CASING	PER LINEAR FOOT	
f	12" STEEL CASING	PER LINEAR FOOT	
g	14" STEEL CASING	PER LINEAR FOOT	
h	16" STEEL CASING	PER LINEAR FOOT	
i	18" STEEL CASING	PER LINEAR FOOT	
j	20" STEEL CASING	PER LINEAR FOOT	
k	24" STEEL CASING	PER LINEAR FOOT	
l	30" STEEL CASING	PER LINEAR FOOT	
m	36" STEEL CASING	PER LINEAR FOOT	
TOTAL			

SECTION X

MOBILIZATION CHARGE

ITEM	PROJECT SIZE	UNIT	PRICE
93	LESS THAN \$10,000	LUMP SUM	
94	\$10,001 TO \$20,000	LUMP SUM	
95	\$20,001 TO \$30,000	LUMP SUM	
96	\$30,001 AND ABOVE	LUMP SUM	
TOTAL			
THE CITY MAY ADD ADDITIONAL WORK IF THE CONTRACTOR HAS NOT COMPLETED AN EXISTING WORK ORDER BY ISSUING ADDITIONAL PURCHASE ORDERS.			

SECTION XI

INSTALLATION ON PRECAST BOX CULVERTS FURNISHED BY THE CITY

ITEM NO	DESCRIPTION	PRICE PER FOOT
97	4 X 2	
98	4 X 4	
99	6 X 4	
100	8 X 4	

SECTION XII

INSTALLING SEWER LINE BY DIRECTIONAL BORING

ITEM NO	DESCRIPTION	PRICE PER FOOT
110	6" HPDE PIPE SDR 11	
111	8" HPDE PIPE SDR 11	
112	10" HPDE PIPE SDR 11	
113	12" HPDE PIPE SDR 11	
114	15" HPDE PIPE SDR 11	
	TOTAL	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

CERTIFICATE OF RESPONSIBILITY NO.

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Betsy Mercier, Director of Parks and Recreation
cc:
Date: Tuesday, September 3, 2024
Re: Approve the sale of grave spaces per attached, Memo's, Receipts and Deeds.
File Number: 2024-418
Minute Book #

Summary

Approve the sale of grave spaces per attached, Memo's, Receipts and Deeds.

Recommendation Statement

I am recommending approval of the sale of grave spaces.

Please place this on the September 3, 2024 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Tkeya Martin

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 70, Section 38, Highland Cemetery

Markaz Moye

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 70, Section 38, Highland Cemetery

Donald P. Dunaway

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 17, Section 39, Highland Cemetery

Scott Waldrop

(4) Spaces \$ 700.00

West Half (W ½)

Lot 58, section 39, Highland Cemetery

Connie Russell

(4) Spaces \$ 700.00

East Half (E ½)

Lot 40, Section 39, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 08-14- 20 24

SOLD TO:

Mr., Mrs. Miss Ikeya Martin

ADDRESS 213 McInnis Springs RD Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 70 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 08-14- 20 24

SOLD TO:

Mr., Mrs. Miss Markaz Moya

ADDRESS 222 Gateway Lane Apt 5 Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 70 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 08-09- 20 24

SOLD TO:

Mr., Mrs. Miss Donald P. Dunaway

ADDRESS 202 West Hills Dr Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

SW 1/4 Lot No. 17 Section No. 39 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

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 08/13/ 20 24

SOLD TO:

Mr. Mrs. Miss

Scott Waldrop

ADDRESS

5 Chipper Lane Petal MS 39465

Desires to purchase the grave space described below, subject to Cemetery regulations.

W 1 1/4 Lot No. 158 Section No. 339 in Highland Cemetery

Number of grave spaces 42 Price per grave space \$ 175.00

Price Received \$ 3700.00

CITY OF HATTIESBURG, MISSISSIPPI

By Jamieson Monroe
Supt. of City Cemeteries

CK#1331
Don't want to view plots

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 08/19/ 20 24

SOLD TO:

Mr. Mrs. Miss

Connie Russell

ADDRESS

PO Box 2056 Hattiesburg MS 39401 Attn: Greg

Desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 Lot No. 40 Section No. 39 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ 175.00

Price Received \$ 700.00

CITY OF HATTIESBURG, MISSISSIPPI

By Jim May
Supt. of City Cemeteries

CK# 1064

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 Scott Waldrop, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot 58 **West Half (W½)** **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 3rd day of September, 2024.

ATTEST:

CITY CLERK

(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 3rd day of September 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, Donald P. Dunaway, 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 17 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 3rd day September, 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 3rd day of September, 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 Markaz Moye, 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 Number 70 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of September, 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 3rd day of September, 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 Tkeya Martin, 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 70 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of September, 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 3rd day of September, 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 Connie Russell, 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 (E¹/₂)
Lot 40 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 3rd day of September, 2024.

ATTEST:

CITY CLERK

(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 3rd day of September 2024.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, September 3, 2024
Re: Approve claims docket for the period ending August 31, 2024.
File Number: 2024-430
Minute Book #

Summary

Approval of claims docket for the period of 8/31/2024.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 3, 2024 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
001000										BALANCE SHEET
001000	060100									GAS/LUBRICANT-CITY BARN
	003497	MAPLES GAS COMPANY	286730		2404537	2024 11	INV P	24,023.74	083124	304556 Gas & Diesel
	049752	PIGOTT OIL COMPANY	DR-7623-240820152829		2404655	2024 11	INV P	6,120.40	083124	304586 GAS & DIESEL/FUEL S
	049752	PIGOTT OIL COMPANY	DR-7791-240821131129		2404655	2024 11	INV P	11,429.60	083124	304586 GAS & DIESEL/FUEL S
								17,550.00		
								ACCOUNT TOTAL		41,573.74
								ORG 001000 TOTAL		41,573.74
001003										CITY COUNCIL
001003	604900									OTHER PROFESSIONAL SERV.
	002476	CIVIC PLUS LLC	314717		0	2024 11	INV P	1,328.91	083124	304492 MB 2018-193 / MUNIC
								ACCOUNT TOTAL		1,328.91
001003	611001									TRAVEL EXP-WARD 1
	002893	GEORGE, JEFFREY	JGEORGEOT#10185		0	2024 11	INV P	207.00	083124	304516 COUNCIL-JGEORGE TRA
	002893	GEORGE, JEFFREY	OT#10374JGEORGE		0	2024 11	INV P	456.08	083124	304516 COUNCIL-JGEORGE'S T
								663.08		
								ACCOUNT TOTAL		663.08
001003	641000									OFFICE EQUIPMENT RENT
	004057	RJ YOUNG COMPANY	INV7093637		0	2024 11	INV P	83.65	083124	304596 MB 2021-567 COUNCIL
								ACCOUNT TOTAL		83.65
001003	684000									DUES AND MEMBERSHIPS
	003204	INTL INSTITUTE OF MU	31037 LLUU		0	2024 11	INV P	125.00	083124	304540 IIMC MEMBERSHIP DUE
	003204	INTL INSTITUTE OF MU	RKENNEDY 32043		0	2024 11	INV P	225.00	083124	304540 ANNUAL MEMBERSHIP D
								350.00		
								ACCOUNT TOTAL		350.00
								ORG 001003 TOTAL		2,425.64
001015										CITY COURT
001015	510000									CLEANING/JANITORIAL SPLY
	003810	OFFICE PRODUCTS PLUS	1061988-0		2403915	2024 11	INV P	286.60	083124	304582 COURT JANITORIAL SU
	003810	OFFICE PRODUCTS PLUS	1061988-1		2403915	2024 11	INV P	34.05	083124	304582 COURT JANITORIAL SU
	003810	OFFICE PRODUCTS PLUS	1066678-0		2404651	2024 11	INV P	265.43	083124	304582 CLO00031EA TOILET B
	003810	OFFICE PRODUCTS PLUS	1066678-1		2404651	2024 11	INV P	63.52	083124	304582 CLO00031EA TOILET B
								649.60		
								ACCOUNT TOTAL		649.60

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
001015	604900									
050413	PORTER ELIZABETH L	4421			0	2024 11	INV P	200.00 083124	304589	COURT PRO TEM PROSE
								200.00		
								ACCOUNT TOTAL		
001015	604901									
004057	RJ YOUNG COMPANY	INV7092934			0	2024 11	INV P	1,603.34 083124	304596	COURT 7.27-8.26.24
								1,603.34		
								ACCOUNT TOTAL		
001015	611000									
003574	MCSWAIN, PHILLIP	103760T			0	2024 11	INV P	288.89 083124	304559	TRAVELAD FOR PM 202
								288.89		
								ACCOUNT TOTAL		
001015	611800									
003671	MS ASSOC OF DRUG COU	19THNNLMSSSPGHY0001			0	2024 11	INV P	250.00 083124	304564	REG FOR KM MS ASSC
003719	MUHAMMAD, KHADIJAH	103780T			0	2024 11	INV P	1,052.95 083124	304578	CASH ADV FOR KM 202
								1,302.95		
								ACCOUNT TOTAL		
001015	630500									
003700	MS POWER COMPANY	E2024 AUG 21			0	2024 11	INV P	215.52 083124	304572	MISSISSIPPI POWER C
								215.52		
								ACCOUNT TOTAL		
								4,260.30		
								ORG 001015 TOTAL		
001020										
001020	5460PR									
003331	KINSEY WELDING	5075			0	2024 11	INV P	150.00 083124	304548	BUILD/PAINT METAL E
								150.00		
								ACCOUNT TOTAL		
001020	615000									
047754	HATTIESBURG PUBLIC S	HPSD HOF 2024			0	2024 11	INV P	5,000.00 083124	304525	ADVERTISEMENT/HPD F
								5,000.00		
								ACCOUNT TOTAL		
001020	638400									
002535	COMSOUTH	207484			2401926	2024 11	INV P	1,845.00 083124	304497	FLASHING LIGHTS FOR
003476	MAACO COLLISION REPA	56873-1			2404416	2024 11	INV P	500.00 083124	304555	PAINT JOB ON UNIT 1
004316	SPEEDY PRINTING & SI	33089			2404639	2024 11	INV P	70.00 083124	304614	COH LETTERING FOR U
								2,415.00		
								ACCOUNT TOTAL		
								7,565.00		
								ORG 001020 TOTAL		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001040											MUNICIPAL CLERK
001040	615000										ADVERTISING
003141	HUB CITY SPOKES	104209	0	2024 11	INV	P	78.38	083124		304533	LEGAL NOTICES 8.8.2
003141	HUB CITY SPOKES	104234	0	2024 11	INV	P	602.70	083124		304533	LEGAL NOTICES 8.15.
003141	HUB CITY SPOKES	104244	0	2024 11	INV	P	37.80	083124		304533	LEGAL NOTICES- BUDG
							718.88				
							ACCOUNT TOTAL		718.88		
							ORG 001040 TOTAL		718.88		
001042											ACCOUNTING DIV.
001042	502000										MINOR OFFICE EQUIP/FURN.
004495	ULINE	181460875	2404462	2024 11	INV	P	611.42	083124		304622	DRAWER PEDESTAL FIL
004495	ULINE	181484168	2404462	2024 11	INV	P	131.42	083124		304622	DRAWER PEDESTAL FIL
							742.84				
							ACCOUNT TOTAL		742.84		
							ORG 001042 TOTAL		742.84		
001045											PURCHASING DIV.
001045	500300										PAPER
004327	STANDARD OFFICE SUPP	H31729-00	2404607	2024 11	INV	P	275.00	083124		304616	OFFICE SUPPLIES/PUR
							ACCOUNT TOTAL		275.00		
001045	636500										OFFICE EQUIPMENT R&M
002406	CANON FINANCIAL SERV	34496319	0	2024 11	INV	P	177.45	083124		304482	SC#82000674155 BW M
							ACCOUNT TOTAL		177.45		
							ORG 001045 TOTAL		452.45		
001081											LOSS CONTROL
001081	535500										WEARING APPAREL
003216	J M H GRAPHICS	43210	2404436	2024 11	INV	P	234.00	083124		304541	QUOTE # 43210/DEPAR
							ACCOUNT TOTAL		234.00		
							ORG 001081 TOTAL		234.00		
001090											URBAN DEVELOPMT
001090	604900										OTHER PROFESSIONAL SERV.
050812	ASAKURA ROBINSON	HBG2401-2	0	2024 11	INV	P	14,334.89	083124		304461	MB 2022-398-399 - B
							ACCOUNT TOTAL		14,334.89		
001090	650000										EXHIBITIONS & PROMOTIONS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004316	SPEEDY PRINTING & SI	33108			2404746	2024 11	INV	P	141.60 083124	304614	NOT TO EXCEED 500.0
								ACCOUNT TOTAL	141.60		
						ORG 001090		TOTAL	14,476.49		
001092				GEN.GOV'T.BLDG							
001092	510000			CLEANING/JANITORIAL SPLY							
048909	BRADY COMPANIES, LLC	9165135			2404664	2024 11	INV	P	467.16 083124	304475	JANITORIAL SUPPLIES
								ACCOUNT TOTAL	467.16		
001092	513000			CHEMICALS							
002459	CHEM-AQUA	8810164			0	2024 11	INV	P	625.00 083124	304486	WTR TRMNT PRGM AUGU
								ACCOUNT TOTAL	625.00		
001092	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2024 AUG 21			0	2024 11	INV	P	5,288.19 083124	304572	MISSISSIPPI POWER C
								ACCOUNT TOTAL	5,288.19		
						ORG 001092		TOTAL	6,380.35		
001093				INTERMODAL FAC O&M							
001093	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2024 AUG 21			0	2024 11	INV	P	4,753.29 083124	304572	MISSISSIPPI POWER C
								ACCOUNT TOTAL	4,753.29		
001093	635500			ELECTRICAL R&M							
002905	GILLILANDS ELECTRONI	15343			0	2024 11	INV	P	95.00 083124	304517	SERVICE CALL TO TRA
								ACCOUNT TOTAL	95.00		
						ORG 001093		TOTAL	4,848.29		
001095				G/G INS.OTH SER							
001095	604900			OTHER PROFESSIONAL SERV.							
002523	COMCAST CABLEVISION	AUG-15/SEPT 14			0	2024 11	INV	P	306.29 083124	304495	COMCAST BUSINESS-CI
004482	TYLER TECHNOLOGIES IN	045-481799			0	2024 11	INV	P	1,843.26 083124	304621	MUNIS PACE - ANDREW
004694	ZAC FAIRLEY APPRAISA	1173			0	2024 11	INV	P	1,650.00 083124	304635	APPRAISAL REPORT FO
048259	BRIDGE & WATSON INC	8/20/2024 (1)			0	2024 11	INV	P	2,456.97 083124	304477	REDISTRICTING
048259	BRIDGE & WATSON INC	8/20/24 (2)			0	2024 11	INV	P	962.50 083124	304477	REDISTRICTING
									3,419.47		
								ACCOUNT TOTAL	7,219.02		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
001095	606000						TELEPHONE AND TELEGRAPH			
002158	AT&T		L2024	08.13.24	0	2024 11	INV P	102.60 083124	304463	AT&T- BLUE LIGHTS O
002158	AT&T		L2024	08.20.24	0	2024 11	INV P	51.30 083124	304463	AT&T-BLUE LIGHTS ON
								153.90		
							ACCOUNT TOTAL	153.90		
001095	625000						FIRE & EXTENDED COVERAGE			
003681	MS FIRE & SAFETY OF	91693			0	2024 11	INV P	1,945.30 083124	304566	ANNUAL FIRE EXTING.
							ACCOUNT TOTAL	1,945.30		
							ORG 001095 TOTAL	9,318.22		
001100							POLICE/PUB.SFTY			
001100	501000						OTHER EXPENDABLE OFF.SPL			
002060	ADVANCE AUTO PARTS	5604423272877			2404649	2024 11	INV P	12.31 083124	304451	POLICE UNIT 18328
							ACCOUNT TOTAL	12.31		
001100	510000						CLEANING/JANITORIAL SPLY			
050811	IMPERIAL DADE	16937451			2403697	2024 11	INV P	1,635.08 083124	304535	TISSUE AND PAPER TO
							ACCOUNT TOTAL	1,635.08		
001100	511200						SUPPLIES-DOJ CORONA VIR			
050811	IMPERIAL DADE	16778201			2403394	2024 11	INV P	2,054.44 083124	304535	JANITORIAL SUPPLIES
							ACCOUNT TOTAL	2,054.44		
001100	525000						GAS AND OIL			
049764	GPM EMPIRE-FLASHMARK	93059 6/24			0	2024 11	INV P	638.36 083124	304520	MINIT MART CHARGES
049764	GPM EMPIRE-FLASHMARK	93059 7/24			0	2024 11	INV P	887.80 083124	304519	MINIT MART PURCHASE
								1,526.16		
							ACCOUNT TOTAL	1,526.16		
001100	535000						UNIFORMS, BADGES, ETC.			
003588	MID SOUTH UNIFORM &	651344			2403489	2024 11	INV P	2,635.84 083124	304561	TIE CLIPS, POLICE B
003588	MID SOUTH UNIFORM &	651829			2403677	2024 11	INV P	3,105.60 083124	304561	TROUSERS FOR STOCK-
								5,741.44		
							ACCOUNT TOTAL	5,741.44		
001100	535500						WEARING APPAREL			
003216	J M H GRAPHICS	41933			2404387	2024 11	INV P	324.00 083124	304541	CLOTHING FOR PIO TA
003698	MS POLICE SUPPLY CO	1-6714			0	2024 11	INV P	3,402.75 083124	304567	SHORT SLEEVE SHIRTS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
ACCOUNT TOTAL							3,726.75				
001100	570000			MTR	VEHICLE	REP.	PTS/SPL				
002060	ADVANCE AUTO PARTS	5604422272705	2404487	2024	11	INV	P	1,025.44	083124	304451	SHOP STOCK 19343 18
002060	ADVANCE AUTO PARTS	5604422572734	2404455	2024	11	INV	P	2,825.12	083124	304451	UNIT # 18332 19341
002060	ADVANCE AUTO PARTS	5604423472920	2404685	2024	11	INV	P	1,596.71	083124	304451	REPAIR PARTS FOR 19
							5,447.27				
003915	PINE BELT CDJR, INC	I88561	2401249	2024	11	INV	P	106.40	083124	304587	PART FOR UNIT# 1832
004514	UNIVERSITY TIRE & SE	INV240463	2404522	2024	11	INV	P	89.95	083124	304626	UNIT 21132 WHEEL AL
048687	AFFORDABLE AUTO	617	2401448	2024	11	INV	P	120.00	083124	304452	PART FOR UNIT# 1789
048827	CARQUEST	14758-40162	2404687	2024	11	INV	P	95.58	083124	304483	SUPPLIES FOR SHOP
048827	CARQUEST	14758-40194	2402897	2024	11	INV	P	219.44	083124	304483	PARTS FOR SHOP-HPD
							315.02				
ACCOUNT TOTAL							6,078.64				
001100	603000			VETERINARIAN							
003106	HOLLAND VETERINARY H	76507	0	2024	11	INV	P	224.25	083124	304528	VET BILL FOR IVY (S
ACCOUNT TOTAL							224.25				
001100	604900			OTHER PROFESSIONAL	SERV.						
002471	CINTAS CORPORATION #	4202252439	0	2024	11	INV	P	60.98	083124	304488	MAT RENTALS FOR HP
002473	CIOX HEALTH	0470043918	0	2024	11	INV	P	24.33	083124	304491	MEDICAL RECORD RETR
002473	CIOX HEALTH	0471502761	0	2024	11	INV	P	126.22	083124	304491	MEDICAL RECORD RETR
							150.55				
003106	HOLLAND VETERINARY H	76636	0	2024	11	INV	P	706.05	083124	304528	VET VISIT FOR BARKL
004057	RJ YOUNG COMPANY	INV7084073	0	2024	11	INV	P	374.84	083124	304596	CANON/CANON IR ADV
004057	RJ YOUNG COMPANY	INV7086028	0	2024	11	INV	P	671.03	083124	304596	CANON COPIER AND PR
							1,045.87				
004505	UNITED PARCEL SERVIC	00008E1Y15324	0	2024	11	INV	P	11.98	083124	304625	SHIPPING FEE - HPD
047055	INTERPRETERS & TRANS	204598	0	2024	11	INV	P	89.50	083124	304538	INTERPRETERS AND TR
ACCOUNT TOTAL							2,064.93				
001100	604921			NOLA EXPENSE							
003135	HOWARD COMPUTERS INC	5114462024	2404523	2024	11	INV	P	107.00	083124	304530	NOLA REPLACEMENT PA
048940	WEST NETWORKS LLC	INV-201185	2404648	2024	11	INV	P	441.00	083124	304631	PEPLINK RENEWALS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11												
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR		TYP	S	WARRANT		CHECK	DESCRIPTION
ACCOUNT TOTAL									548.00			
001100	606000	TELEPHONE AND TELEGRAPH										
002158	AT&T	0563149329001	8/24	0	2024	11	INV	P	2.17	083124	304463	POLICE DISPATCH LON
002158	AT&T	0563152379001	8/27	0	2024	11	INV	P	48.40	083124	304463	POLICE DISPATCH LON
002158	AT&T	54549101030591	8/8	0	2024	11	INV	P	193.84	083124	304463	POLICE DISPATCH
002158	AT&T	T2024-8/AUG		0	2024	11	INV	P	76.00	083124	304463	AT&T-CLUB SERVICE-0
									320.41			
ACCOUNT TOTAL									320.41			
001100	611000	TRAVEL EXPENSE										
004210	SIMS, JULIUS HARDY	10251-SIMS		0	2024	11	INV	P	106.13	083124	304608	TRAVEL REIMBURSEMEN
048660	MEGAN RUE	10233 RUE		0	2024	11	INV	P	217.77	083124	304560	TRAVEL REIMBURSEMEN
ACCOUNT TOTAL									323.90			
001100	612000	FREIGHT										
003588	MID SOUTH UNIFORM &	651829		2403677	2024	11	INV	P	50.00	083124	304561	TROUSERS FOR STOCK-
ACCOUNT TOTAL									50.00			
001100	630000	GAS										
004321	SPIRE	G2024-8/15		0	2024	11	INV	P	1,297.95	083124	304615	SPIRE-(MILMUT GAS)
ACCOUNT TOTAL									1,297.95			
001100	630500	ELECTRICITY										
003700	MS POWER COMPANY	E2024 8/22/2024B		0	2024	11	INV	P	113.73	083124	304575	MISSISSIPPI POWER-8
003700	MS POWER COMPANY	E2024 AUG 21		0	2024	11	INV	P	19,132.26	083124	304572	MISSISSIPPI POWER C
									19,245.99			
ACCOUNT TOTAL									19,245.99			
001100	635000	BUILDING R&M										
003341	KONE INC	871340000		0	2024	11	INV	P	4,967.74	083124	304549	MB2022-462 HPSC ELE
048400	HUB CITY CONSTRUCTIO	3129		2404526	2024	11	INV	P	12,720.00	083124	304532	DRYWALL AND PAINT R
050421	WHITE GLOVE CARPET	11060		2404645	2024	11	INV	P	4,500.00	083124	304633	CARPET CLEANING AT
ACCOUNT TOTAL									22,187.74			
001100	635500	ELECTRICAL R&M										
002672	DOLEAC ELECTRIC CO I	H29963		2404385	2024	11	INV	P	1,989.00	083124	304505	STERNBERG POLE LIGH
ACCOUNT TOTAL									1,989.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
001100	638400									
		002565	COURTESY MOTORS INC	135962	2404203	2024 11	INV P	67.00 083124		304499 WIPER BLADES & WIPE
		003476	MAACO COLLISION REPA	29707	2404386	2024 11	INV P	595.80 083124		304555 REPLACE LFT FRONT D
		003713	MS STATE/TAX COMM/UN	UNIT # 22295 TAG	0	2024 11	INV P	16.00 083124		304576 UNIT # 22295 UNDER
		003861	PATTERSON AUTO ELECT	82337	2404442	2024 11	INV P	3,126.16 083124		304583 REMOVE AND REPLACE
		004514	UNIVERSITY TIRE & SE	INV240386	2404507	2024 11	INV P	141.50 083124		304626 TIRE FOR UNIT #2085
		004514	UNIVERSITY TIRE & SE	INV241104	2404451	2024 11	INV P	32.95 083124		304626 REPAIR TO FLAT TIRE
								174.45		
		047725	HI-FI CRUISIN	130969	2404228	2024 11	INV P	67.50 083124		304526 INSTALL POE SWTICH
								ACCOUNT TOTAL		4,046.95
001100	639800									
		003389	LARRY'S WRECKER SERV	13272	0	2024 11	INV P	70.00 083124		304553 TOWING UNIT# 19705
		003389	LARRY'S WRECKER SERV	13287	0	2024 11	INV P	70.00 083124		304553 TOWING UNIT #20487
		003389	LARRY'S WRECKER SERV	13404	0	2024 11	INV P	70.00 083124		304553 TOWING UNIT 18332
		003389	LARRY'S WRECKER SERV	13498	0	2024 11	INV P	70.00 083124		304553 TOWING UNIT 19341
								280.00		
		003869	PEANUTS TOWING SERVI	104806	0	2024 11	INV P	200.00 083124		304584 TOWING VEHICLE FROM
								ACCOUNT TOTAL		480.00
001100	699900									
		002610	D P S CRIME LAB	90147922	0	2024 11	INV P	420.00 083124		304501 ANALYTICAL FEES FOR
								ACCOUNT TOTAL		420.00
001100	742000									
		003382	LANDERS CHRYSLER DOD	245712	2401047	2024 11	INV P	45,600.00 083124		304552 NEW TRUCK/STATE CON
								ACCOUNT TOTAL		45,600.00
								ORG 001100 TOTAL		119,573.94
001131										
		001131	508000							
		004057	RJ YOUNG COMPANY	INV7084074	0	2024 11	INV P	229.51 083124		304596 ACADEMY COPIER CONT
								ACCOUNT TOTAL		229.51
001131	5462FR									
		003744	NAFECO-NORTH AMERICA	1295267	2404632	2024 11	INV P	1,685.00 083124		304579 FIRE DEPARTMENT TRA
								ACCOUNT TOTAL		1,685.00

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001131	6110FR									
002479	CLARK, BRANDON	CLARK/10367	0	2024 11	INV	P	236.00 083124		304493	CLARK TRAVEL TO PEA
003101	HOCANSON, NICHOLAS	HOCANSON/10355	0	2024 11	INV	P	236.00 083124		304527	HOCANSON TRAVEL TO
003314	KEYS, CODY	KEYS/10345	0	2024 11	INV	P	177.00 083124		304547	KEYS TRAVEL TO PEAR
ACCOUNT TOTAL							649.00			
001131	639900									
003145	HUB REFRIGERATION &	13822	0	2024 11	INV	P	190.00 083124		304534	ICE MACHINE CLEANIN
ACCOUNT TOTAL							190.00			
001131	6845FR									
004331	STATE FIRE ACADEMY	32640	0	2024 11	INV	P	365.00 083124		304618	ROPE A&O - FRANKLIN
004331	STATE FIRE ACADEMY	32675	0	2024 11	INV	P	40.00 083124		304618	ROPE A&O - STUDENT
							405.00			
ACCOUNT TOTAL							405.00			
ORG 001131 TOTAL							3,158.51			
FIRE DIVISION										
001160	501000									
003810	OFFICE PRODUCTS PLUS	1065065-1	2404395	2024 11	INV	P	70.82 083124		304582	HFD SUPPLIES FOR AD
ACCOUNT TOTAL							70.82			
001160	510000									
002471	CINTAS CORPORATION #	4190940740	0	2024 11	INV	P	13.32 083124		304489	HFD MECHANIC SHOP J
002471	CINTAS CORPORATION #	4191657213	0	2024 11	INV	P	13.32 083124		304489	HFD MECHANIC SHOP J
002471	CINTAS CORPORATION #	4198075566	0	2024 11	INV	P	24.69 083124		304489	HFD MECHANIC SHOP J
002471	CINTAS CORPORATION #	4200220831	0	2024 11	INV	P	24.69 083124		304489	HFD MECHANIC SHOP J
002471	CINTAS CORPORATION #	4200938743	0	2024 11	INV	P	24.69 083124		304489	HFD MECHANIC SHOP J
002471	CINTAS CORPORATION #	4201657853	0	2024 11	INV	P	24.69 083124		304489	HFD MECHANIC SHOP J
002471	CINTAS CORPORATION #	4202370092	0	2024 11	INV	P	24.69 083124		304489	HFD MECHANIC SHOP J
							150.09			
048909	BRADY COMPANIES, LLC	9151082	2404268	2024 11	INV	P	79.00 083124		304475	HFD JANITORIAL SUPP
ACCOUNT TOTAL							229.09			
001160	525700									
049764	GPM EMPIRE-FLASHMARK	93059 6/24	0	2024 11	INV	P	638.36 083124		304520	MINIT MART CHARGES
049764	GPM EMPIRE-FLASHMARK	93059 7/24	0	2024 11	INV	P	887.80 083124		304519	MINIT MART PURCHASE
							1,526.16			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			1,526.16			
001160	535000				UNIFORMS, BADGES, ETC.						
003588	MID SOUTH UNIFORM &	651565		2404150	2024 11	INV	P	354.30	083124	304561	HFD UNIFORM SHIRTS
					ACCOUNT TOTAL			354.30			
001160	561000				PLUMBING SUPPLIES						
003543	MCELHANEY PLUMBING I	304743		2404318	2024 11	INV	P	213.95	083124	304558	HFD STATION 4 BATHR
					ACCOUNT TOTAL			213.95			
001160	565000				PAINT AND PAINTING SPLY.						
050056	AMAZON CAPITAL	1Y9M-6FM6-FYC1		2404629	2024 11	INV	P	79.95	083124	304457	HFD PAINT BRUSHES F
					ACCOUNT TOTAL			79.95			
001160	570000				MTR VEHICLE REP. PTS/SPL						
004297	SOUTHERN TIRE MART (	2520161558		2404605	2024 11	INV	P	695.46	083124	304613	HFD LADDER 8 UNIT #
049645	DELTA FIRE & SAFETY	INVLA24-0326		2404678	2024 11	INV	P	148.50	083124	304503	HFD ENGINE 6 UNIT #
049645	DELTA FIRE & SAFETY	INVLA24-0328		2404679	2024 11	INV	P	553.50	083124	304503	HFD LADDER 8 UNIT #
								702.00			
					ACCOUNT TOTAL			1,397.46			
001160	604900				OTHER PROFESSIONAL SERV.						
003180	INDUSTRIAL ORGANIZAT	C60740A		0	2024 11	INV	P	300.00	083124	304536	HFD NATIONAL FIREFI
003681	MS FIRE & SAFETY OF	91694		0	2024 11	INV	P	159.00	083124	304566	HFD STATION 1 SERVI
003681	MS FIRE & SAFETY OF	91695		0	2024 11	INV	P	159.00	083124	304566	HFD STATION 6 SERVI
003681	MS FIRE & SAFETY OF	91696		0	2024 11	INV	P	159.00	083124	304566	HFD STATION 8 SERVI
								477.00			
					ACCOUNT TOTAL			777.00			
001160	612000				FREIGHT						
003180	INDUSTRIAL ORGANIZAT	C60740A		0	2024 11	INV	P	19.00	083124	304536	HFD NATIONAL FIREFI
003588	MID SOUTH UNIFORM &	651565		2404150	2024 11	INV	P	20.00	083124	304561	HFD UNIFORM SHIRTS
					ACCOUNT TOTAL			39.00			
001160	630000				GAS						
004321	SPIRE	G2024 AUG 21		0	2024 11	INV	P	157.94	083124	304615	SPIRE- ACCT# 018016
004321	SPIRE	G2024-8/15		0	2024 11	INV	P	190.73	083124	304615	SPIRE-(MILMUT GAS)
								348.67			
					ACCOUNT TOTAL			348.67			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
001160	630500									
	003700	MS POWER COMPANY		E2024 AUG 21	0	2024 11	INV P	3,544.29	083124	304572 MISSISSIPPI POWER C
	003700	MS POWER COMPANY		E2024-14 AUG	0	2024 11	INV P	442.22	083124	304568 MISSISSIPPI POWER-1
								3,986.51		
	004282	SOUTHERN PINE ELECTR		E2024 08.15.24	0	2024 11	INV P	66.19	083124	304611 SOUTHERN PINE ELECT
								ACCOUNT TOTAL		4,052.70
001160	635000									
	002069	AIR CONDITIONING PAR	47211		2404463	2024 11	INV P	1,388.90	083124	304453 HFD MECHANIC SHOP A
	004498	UNDERWOOD DOOR COMPA	15689		2404240	2024 11	INV P	2,768.00	083124	304623 HFD STATION 4 BAY D
								ACCOUNT TOTAL		4,156.90
001160	638000									
	002883	GARNER LUMLEY ELECTR	612068		2404630	2024 11	INV P	24.10	083124	304515 HFD MECHANIC SHOP A
								ACCOUNT TOTAL		24.10
001160	638400									
	004297	SOUTHERN TIRE MART (	2520161361		2404534	2024 11	INV P	723.08	083124	304613 HFD LADDER 8 UNIT #
								ACCOUNT TOTAL		723.08
001160	641000									
	004050	RICOH CORP	39631647		0	2024 11	INV P	205.35	083124	304595 HFD ADMIN COPIER RE
								ACCOUNT TOTAL		205.35
001160	642500									
	002071	AIRGAS USA LLC (NORD	5509663724		0	2024 11	INV P	51.14	083124	304454 HFD MEDICAL OXYGEN
								ACCOUNT TOTAL		51.14
								ORG 001160 TOTAL		14,249.67
001180										
	001180	502000								
	003810	OFFICE PRODUCTS PLUS	1065884-0		2404271	2024 11	INV P	66.10	083124	304582 9IN X 12IN HALL SIG
								ACCOUNT TOTAL		66.10
001180	570000									
	002815	FIRESTONE COMPLETE A	279049		2404524	2024 11	INV P	1,400.00	083124	304512 OIL CHANGE, TIRES,
								ACCOUNT TOTAL		1,400.00
001180	601800									
								LOT CLEARING		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11												
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
004417	TERRY'S	BACKHOE	AND	1008	0	2024 11	INV	P	245.00	083124	304620	LOT CLEARING - 6581
004417	TERRY'S	BACKHOE	AND	1009	0	2024 11	INV	P	238.75	083124	304620	LOT CLEARING - 0 OA
004417	TERRY'S	BACKHOE	AND	1010	0	2024 11	INV	P	238.75	083124	304620	LOT CLEARING - 104
004417	TERRY'S	BACKHOE	AND	1011	0	2024 11	INV	P	245.00	083124	304620	LOT CLEARING - 2011
									967.50			
ACCOUNT TOTAL									967.50			
001180	602300				ABSTRACTING & RECORDING							
002847	FORREST	COUNTY	CHANC	190CODE	0	2024 11	INV	P	702.00	083124	304513	RECORDING FEES FOR
ACCOUNT TOTAL									702.00			
001180	611000				TRAVEL EXPENSE							
002556	CHARLES	COPELAND		103810T/COPELAND	0	2024 11	INV	P	1,174.40	083124	304484	2024 AACE CONF - TR
003996	QUINN, WILEY			103820T/QUINN	0	2024 11	INV	P	570.30	083124	304593	2024 AL/MS APA CONF
ACCOUNT TOTAL									1,744.70			
001180	638400				MOTOR VEHICLE EQ. R&M							
002815	FIRESTONE	COMPLETE	A	279049	2404524	2024 11	INV	P	49.99	083124	304512	OIL CHANGE, TIRES,
002815	FIRESTONE	COMPLETE	A	279274	2404719	2024 11	INV	P	175.98	083124	304512	AC/HEATER WORK FOR
									225.97			
ACCOUNT TOTAL									225.97			
001180	684500				REGISTRATION FEE/TUITION							
003202	INTL CODE	COUNCIL (D	1001921827		2404285	2024 11	INV	P	69.00	083124	304539	RES ELECTRICAL INSP
ACCOUNT TOTAL									69.00			
ORG 001180 TOTAL									5,175.27			
001190				P/S CONTRAC.SER								
001190	602700				MEDICAL							
050313	ASSOCIATION	PROGRAM		240826084828	0	2024 11	INV	P	1,419.75	083124	304462	MEDICAL BILLS FOR I
ACCOUNT TOTAL									1,419.75			
ORG 001190 TOTAL									1,419.75			
001191				TRAFFIC MAINT.								
001191	554500				TRAFFIC SIGNS							
002113	AMERICAN	SIGNS		848-24	2404227	2024 11	INV	P	54.00	083124	304459	STREET MARKERS
002113	AMERICAN	SIGNS		858-24	2404326	2024 11	INV	P	60.00	083124	304459	STREET MARKERS
002113	AMERICAN	SIGNS		860-24	2404349	2024 11	INV	P	56.00	083124	304459	STREET MARKERS
002113	AMERICAN	SIGNS		866-24	2404390	2024 11	INV	P	60.00	083124	304459	CROSS WALK VINYL SI
									230.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004060	ROADSAFE TRAFFIC SYS	212109	2403877	2024 11	INV	P			4,935.00	083124	304598 BARRICADES
				ACCOUNT TOTAL					5,165.00		
001191	555000			STREET MARKING SUPPLIES							
002113	AMERICAN SIGNS	859-24	2404389	2024 11	INV	P			60.00	083124	304459 PARKING SIGNS
				ACCOUNT TOTAL					60.00		
001191	570000			MTR VEHICLE REP. PTS/SPL							
002166	AUTO ARMATURE SERVIC	03347	2404292	2024 11	INV	P			449.90	083124	304464 CAR BATTERY
				ACCOUNT TOTAL					449.90		
001191	630000			GAS							
004321	SPIRE	G2024-8/15	0	2024 11	INV	P			29.63	083124	304615 SPIRE-(MILMUT GAS)
				ACCOUNT TOTAL					29.63		
001191	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2024 AUG 21	0	2024 11	INV	P			1,797.00	083124	304572 MISSISSIPPI POWER C
				ACCOUNT TOTAL					1,797.00		
001191	643000			UNIFORM RENT							
002471	CINTAS CORPORATION # 4201655403		0	2024 11	INV	P			25.00	083124	304488 TRAFFIC UNIFORM SC/
002471	CINTAS CORPORATION # 4202367903		0	2024 11	INV	P			25.00	083124	304488 TRAFFIC UNIFORM SC
002471	CINTAS CORPORATION # 4203189959		0	2024 11	INV	P			25.00	083124	304488 TRAFFIC UNIFORM SC
									75.00		
				ACCOUNT TOTAL					75.00		
001191	643500			MOP-MAT-RAG RENT							
002471	CINTAS CORPORATION # 4201654931		0	2024 11	INV	P			8.56	083124	304489 TRAFFIC MATS SC/8
002471	CINTAS CORPORATION # 4202367507		0	2024 11	INV	P			8.56	083124	304489 TRAFFIC UNIFORM SC
002471	CINTAS CORPORATION # 4203189927		0	2024 11	INV	P			8.56	083124	304489 TRAFFIC MATS SC/8
									25.68		
				ACCOUNT TOTAL					25.68		
001191	687000			CUSTODIAL SERVICE							
050419	SCRUB HUB LLC	9	2401114	2024 11	INV	P			432.72	083124	304602 TWO-QUOTE JANITORIA
				ACCOUNT TOTAL					432.72		
				ORG 001191 TOTAL					8,034.93		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001201 STREET DIV.											
001201 511000 HOUSEHOLD SUPPLIES											
004634	WHEELER'S JANITORIAL	1637098			2404437	2024 11	INV	P	477.00	083124	304632 INK & OFFICE SUPPLI
ACCOUNT TOTAL									477.00		
001201 540000 ASPHALT & ASPHALT PROD.											
004586	WARREN PAVING INC	94119			2404441	2024 11	INV	P	89.88	083124	304627 ASPHALT FOR PUBLIC
004586	WARREN PAVING INC	94141			2404441	2024 11	INV	P	340.60	083124	304627 ASPHALT FOR PUBLIC
004586	WARREN PAVING INC	95924			2404441	2024 11	INV	P	296.50	083124	304627 ASPHALT FOR PUBLIC
004586	WARREN PAVING INC	96025			2404441	2024 11	INV	P	445.23	083124	304627 ASPHALT FOR PUBLIC
004586	WARREN PAVING INC	96046			2404441	2024 11	INV	P	418.71	083124	304627 ASPHALT FOR PUBLIC
004586	WARREN PAVING INC	96107			2404441	2024 11	INV	P	173.36	083124	304627 ASPHALT FOR PUBLIC
004586	WARREN PAVING INC	96173			2404441	2024 11	INV	P	96.62	083124	304627 ASPHALT FOR PUBLIC
004586	WARREN PAVING INC	96207			2404441	2024 11	INV	P	357.13	083124	304627 ASPHALT FOR PUBLIC
									2,218.03		
ACCOUNT TOTAL									2,218.03		
001201 540500 CONCRETE, CEMENT, ETC.											
004586	WARREN PAVING INC	95677			2404519	2024 11	INV	P	1,779.80	083124	304627 610 LIMESTONE BASE
004586	WARREN PAVING INC	95809			2404519	2024 11	INV	P	3,719.65	083124	304627 610 LIMESTONE BASE
									5,499.45		
047525	DELTA INDUSTRIES	853747			2404529	2024 11	INV	P	485.00	083124	304504 READY MIX CONCRETE
ACCOUNT TOTAL									5,984.45		
001201 570000 MTR VEHICLE REP. PTS/SPL											
002166	AUTO ARMATURE SERVIC	03513			2404711	2024 11	INV	P	209.95	083124	304464 UNIT 14145 BATTERY
048827	CARQUEST	14758-40241			2404716	2024 11	INV	P	45.68	083124	304483 BOOSTER CABLES
ACCOUNT TOTAL									255.63		
001201 575500 AGRICLTRL REPAIR PTS/SPL											
002166	AUTO ARMATURE SERVIC	03500			2404695	2024 11	INV	P	419.90	083124	304464 BATTERIES/UNIT 1495
002304	BRACKMAN MOWER WAREH	58666			2404601	2024 11	INV	P	58.00	083124	304474 PARTS/LAWNMOWERS
002304	BRACKMAN MOWER WAREH	58667			2404603	2024 11	INV	P	58.00	083124	304474 PARTS/LAWNMOWERS
									116.00		
ACCOUNT TOTAL									535.90		
ORG 001201 TOTAL									9,471.01		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
001202				STREET LIGHTS						
001202	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024 8/21/2024B	0	2024 11	INV P	103.98	083124	304573	MISSISSIPPI POWER-1	
003700	MS POWER COMPANY	E2024 AUG 19	0	2024 11	INV P	53.90	083124	304571	MISSISSIPPI POWER-	
003700	MS POWER COMPANY	E2024 AUG 21	0	2024 11	INV P	102,329.29	083124	304572	MISSISSIPPI POWER C	
003700	MS POWER COMPANY	E2024 AUG 22	0	2024 11	INV P	52.05	083124	304574	MISSISSIPPI POWER-5	
003700	MS POWER COMPANY	E2024-12 AYG	0	2024 11	INV P	54.00	083124	304569	MISSISSIPPI POWER-	
003700	MS POWER COMPANY	E2024-8/14B	0	2024 11	INV P	104.60	083124	304570	MISSISSIPPI POWER-1	
						102,697.82				
003873	PEARL RIVER VALLEY E	2024 08.20.24	0	2024 11	INV P	17.00	083124	304585	PEARL RIVER VALLEY-	
003873	PEARL RIVER VALLEY E	2024 08.21.24	0	2024 11	INV P	1,217.68	083124	304585	PEARL RIVER VALLEY	
003873	PEARL RIVER VALLEY E	2024 08.22.24	0	2024 11	INV P	54.83	083124	304585	PEARL RIVER VALLEY-	
003873	PEARL RIVER VALLEY E	2024-8/8	0	2024 11	INV P	515.05	083124	304585	PEARL RIVER VALLEY	
						1,804.56				
004282	SOUTHERN PINE ELECTR	E2024-8/15	0	2024 11	INV P	83.79	083124	304611	SOUTHERN PINE ELECT	
				ACCOUNT TOTAL		104,586.17				
				ORG 001202 TOTAL		104,586.17				
001203				ENGR/PUBLIC SER						
001203	501000			OTHER EXPENDABLE OFF.SPL						
003810	OFFICE PRODUCTS PLUS	1066347-0	2404579	2024 11	INV P	147.44	083124	304582	OFFICE SUPPLIES	
				ACCOUNT TOTAL		147.44				
001203	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024 AUG 21	0	2024 11	INV P	958.85	083124	304572	MISSISSIPPI POWER C	
				ACCOUNT TOTAL		958.85				
001203	635000			BUILDING R&M						
004234	SMITH, JIM SERVICES	i94004	2404265	2024 11	INV P	11,673.00	083124	304609	REPLACE ENGINEERING	
				ACCOUNT TOTAL		11,673.00				
001203	641000			OFFICE EQUIPMENT RENT						
004057	RJ YOUNG COMPANY	INV7089715	0	2024 11	INV P	298.44	083124	304596	MB 2022-316 COPIER	
004057	RJ YOUNG COMPANY	INV7089716	0	2024 11	INV P	50.00	083124	304596	MB 2022-377 PLOTTER	
						348.44				
				ACCOUNT TOTAL		348.44				
001203	684500			REGISTRATION FEE/TUITION						
003616	MISSISSIPPI AIRPORTS	54255	2404627	2024 11	INV P	275.00	083124	304563	REGISTRATION FEE	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT		CHECK	DESCRIPTION
ACCOUNT TOTAL						275.00			
001203	687000			CUSTODIAL SERVICE					
050419	SCRUB HUB LLC	9	2401114	2024 11	INV P	432.72	083124	304602	TWO-QUOTE JANITORIA
ACCOUNT TOTAL						432.72			
ORG 001203 TOTAL						13,835.45			
001204		SHOP DIVISION							
001204		513000		CHEMICALS					
004256	SOLAR SUPPLY INC	3482354	2404652	2024 11	INV P	91.56	083124	304610	COIL CLEANER/PW SHO
050513	GPM EMPIRE-BULK FUEL	CE006226031:01	2404538	2024 11	INV P	553.14	083124	304518	ANTIFREEZE/PW SHOP
ACCOUNT TOTAL						644.70			
001204		559000		OTHER OPERATING MATL/SPLY					
048827	CARQUEST	14758-39947	2404572	2024 11	INV P	9.60	083124	304483	SIPHON HOUSE/PW SHO
048827	CARQUEST	14758-40191	2404680	2024 11	INV P	74.97	083124	304483	DAB-A-DO/PW SHOP
						84.57			
ACCOUNT TOTAL						84.57			
001204		570000		MTR VEHICLE REP. PTS/SPL					
003993	QUALITY ELECTRIC COM	6414	2404340	2024 11	INV P	480.50	083124	304591	SUPPLIES FOR PW SHO
ACCOUNT TOTAL						480.50			
001204		599000		OTHER REPAIR/MAINT. SPL.					
048827	CARQUEST	14758-40155	2404562	2024 11	INV P	270.58	083124	304483	MATERIAL FOR PW SHO
ACCOUNT TOTAL						270.58			
001204		612000		FREIGHT					
050513	GPM EMPIRE-BULK FUEL	CE006226031:01	2404538	2024 11	INV P	48.75	083124	304518	ANTIFREEZE/PW SHOP
ACCOUNT TOTAL						48.75			
001204		630500		ELECTRICITY					
003700	MS POWER COMPANY	E2024 AUG 21	0	2024 11	INV P	2,121.03	083124	304572	MISSISSIPPI POWER C
ACCOUNT TOTAL						2,121.03			
001204		643000		UNIFORM RENT					
002471	CINTAS CORPORATION #	4202367805	0	2024 11	INV P	48.20	083124	304488	UNIFORM RENTAL/PW S
002471	CINTAS CORPORATION #	4203189958	0	2024 11	INV P	48.20	083124	304488	Uniform Rental/SC#8
						96.40			
ACCOUNT TOTAL						96.40			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11										
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
					ORG 001204	TOTAL	3,746.53			
					G O & F S DIV.					
001205					ELECTRICITY					
001205	630500				2024	11	INV P	75.73	083124	304572 MISSISSIPPI POWER C
003700	MS POWER COMPANY	E2024	AUG 21	0						
					ACCOUNT TOTAL	75.73				
					ORG 001205	TOTAL	75.73			
					CONSTRUCTION					
001207					HAND TOOLS					
001207	545000				2024	11	INV P	167.25	083124	304506 TOOLS FOR CARPENTER
002714	ECONOMY SUPPLY CO	129200			2404742					
					ACCOUNT TOTAL	167.25				
					OTHER OPERATING MATL/SPLY					
001207	559000				2024	11	INV P	87.82	083124	304509 COTTON RAGS FOR CON
002795	FASTENAL COMPANY	MSHAT242917			2404533					
					ACCOUNT TOTAL	87.82				
					COMMUNICATION REPAIR PTS					
001207	575000				2024	11	INV P	601.39	083124	304454 CYLINDER RENTAL/PW
002071	AIRGAS USA LLC (NORD 5509663725			0						
					ACCOUNT TOTAL	601.39				
					OTHER REPAIR/MAINT. SPL.					
001207	599000				2024	11	INV P	2,250.00	083124	304524 COVERS FOR PIT IN S
002993	HALLS WELDING SERVIC 3230			2404262						
					ACCOUNT TOTAL	2,250.00				
					OTHER PROFESSIONAL SERV.					
001207	604900				2024	11	INV P	146.36	083124	304495 COMCAST-AUG/22-SEP2
002523	COMCAST CABLEVISION	AUG/22 - SEP 21			0					
003191	INTERFACE SECURITY S	20742980			0					
					ACCOUNT TOTAL	197.67				
					CYLINDER RENT					
001207	642500				2024	11	INV P	281.07	083124	304454 CYLINDER RENT/CONST
002071	AIRGAS USA LLC (NORD 5509663726			0						
					ACCOUNT TOTAL	281.07				
					UNIFORM RENT					
001207	643000				2024	11	INV P	75.25	083124	304487 UNIFORM RENTAL/CONS
002471	CINTAS CORPORATION # 4202367649			0						
002471	CINTAS CORPORATION # 4203189955			0						
					153.25					
					ACCOUNT TOTAL	153.25				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11										
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
				ORG 001207	TOTAL		3,738.45			
001220				SANITATION DIV.						
001220 510000				CLEANING/JANITORIAL SPLY						
002472	CINTAS	FIRST AID J71	5227157786	0	2024 11	INV	P	243.31	083124	304490 SC8200044758- CINTA
				ACCOUNT TOTAL		243.31				
001220 559000				OTHER OPERATING MATL/SPLY						
002471	CINTAS	CORPORATION # 4202367860		0	2024 11	INV	P	107.49	083124	304487 SC# 8200044758 HEAL
002471	CINTAS	CORPORATION # 4202368110		0	2024 11	INV	P	152.44	083124	304487 SC# 8200044758 SANI
002471	CINTAS	CORPORATION # 4203189928		0	2024 11	INV	P	53.98	083124	304488 SC8200044758- SANIT
002471	CINTAS	CORPORATION # 4203189940		0	2024 11	INV	P	32.72	083124	304488 SC8200044758- P.W.
002471	CINTAS	CORPORATION # 4203189947		0	2024 11	INV	P	71.25	083124	304488 SC8200044758-G S &
002471	CINTAS	CORPORATION # 4203189949		0	2024 11	INV	P	107.49	083124	304487 SC8200044758- HEALT
002471	CINTAS	CORPORATION # 4203189950		0	2024 11	INV	P	34.75	083124	304488 SC8200044758- STREE
002471	CINTAS	CORPORATION # 4203189963		0	2024 11	INV	P	25.00	083124	304488 SC8200044758- P.W.
002471	CINTAS	CORPORATION # 4203190015		0	2024 11	INV	P	152.44	083124	304487 SC8200044758- SANIT
								737.56		
002523 COMCAST		CABLEVISION	080824	0	2024 11	INV	P	11.52	083124	304495 COMCAST CABLE/SANIT
				ACCOUNT TOTAL		749.08				
001220 559001				OTHER OPERATING SPLY-RECYCLING						
048658	QUALITY	LOGO PRODUCT QSI-1132362		2404444	2024 11	INV	P	1,448.00	083124	304592 KEEP H`BEAUTIFUL AD
				ACCOUNT TOTAL		1,448.00				
001220 559100				OTHER OPER.MATLS-FULL R						
048658	QUALITY	LOGO PRODUCT QSI-1134013		2404563	2024 11	INV	P	563.66	083124	304592 KEEP H`BEAUTIFUL AD
				ACCOUNT TOTAL		563.66				
001220 570000				MTR VEHICLE REP. PTS/SPL						
002739	EMPIRE	TRUCK SALES CE006226114:01		2404600	2024 11	INV	P	116.07	083124	304508 UNIT 22000 HUB CAP
004120	SANSOM	EQUIPMENT CO P06806		2404581	2024 11	INV	P	4,380.87	083124	304599 GRIPPER CHAINS FOR
004120	SANSOM	EQUIPMENT CO P06841		2404631	2024 11	INV	P	362.35	083124	304599 UNIT 21944 SPLASH G
004120	SANSOM	EQUIPMENT CO P06850		2404525	2024 11	INV	P	263.45	083124	304599 COILS FOR ALL 200 S
								5,006.67		
048827 CARQUEST			14758-40284	2404727	2024 11	INV	P	146.39	083124	304483 UNIT 14145 ALTERNAT
				ACCOUNT TOTAL		5,269.13				
001220 615001				ADVERTISING-RECYCLING						
004634	WHEELER'S	JANITORIAL 1637098		2404437	2024 11	INV	P	928.00	083124	304632 INK & OFFICE SUPPLI
				ACCOUNT TOTAL		928.00				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
001220	630500									
003700	MS POWER COMPANY	E2024	AUG 21		0	2024 11	INV P	746.86 083124		304572 MISSISSIPPI POWER C
ACCOUNT TOTAL								746.86		
001220	638400									
002739	EMPIRE TRUCK SALES	RE006039940:01			2404694	2024 11	INV P	1,525.33 083124		304508 UNIT 21943 PTO HOUS
002739	EMPIRE TRUCK SALES	RE006039949:01			2404672	2024 11	INV P	1,514.02 083124		304508 UNIT 19947 STEER AX
002739	EMPIRE TRUCK SALES	RE006039953:01			2404668	2024 11	INV P	514.14 083124		304508 UNIT 20071 A/C REP
002739	EMPIRE TRUCK SALES	RE006039994:01			2404778	2024 11	INV P	346.40 083124		304508 UNIT 21943 PTO HOUS
								3,899.89		
004120	SANSOM EQUIPMENT CO	W03651			2404510	2024 11	INV P	4,323.62 083124		304599 UNIT 22000 PTO TEAR
004120	SANSOM EQUIPMENT CO	W03659			2404597	2024 11	INV P	329.50 083124		304599 UNIT 20074 SERVICE
								4,653.12		
004139	SCOTTS HYDRAULIC SER	60578			2404512	2024 11	INV P	972.63 083124		304601 UNIT 20071 COIL BLO
004297	SOUTHERN TIRE MART (	2520162007			2404616	2024 11	INV P	5,837.84 083124		304613 UNITS 21944 & 20071
ACCOUNT TOTAL								15,363.48		
001220	639900									
004504	UNITED FENCE COMPANY	245210			2404467	2024 11	INV P	35.40 083124		304624 FENCE REPAIR @ 1101
ACCOUNT TOTAL								35.40		
001220	688000									
004591	WASTE MANAGEMENT OF	0014162-2526-4			0	2024 11	INV P	3,298.12 083124		304628 SANITATION RUBBISH
ACCOUNT TOTAL								3,298.12		
001220	699900									
002471	CINTAS CORPORATION #	4202367545			0	2024 11	INV P	53.98 083124		304488 SC# 8200044758 SANI
002471	CINTAS CORPORATION #	4202367569			0	2024 11	INV P	82.08 083124		304487 SC# 8200044758 PUBL
002471	CINTAS CORPORATION #	4202367760			0	2024 11	INV P	112.14 083124		304487 SC# 8200044758 G S
002471	CINTAS CORPORATION #	4202367975			0	2024 11	INV P	34.75 083124		304488 SC# 8200044758 STRE
002471	CINTAS CORPORATION #	4202367977			0	2024 11	INV P	32.72 083124		304488 SC# 8200044758 PUBL
								315.67		
ACCOUNT TOTAL								315.67		
ORG 001220 TOTAL								28,960.71		
001250	HEALTH DIVISION									
001250	575500									
002304	BRACKMAN MOWER WAREH	57669			2404490	2024 11	INV P	332.28 083124		304474 BLADES/LAWNMOWERS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11														
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR		TYP	S	WARRANT	CHECK	DESCRIPTION	
						ACCOUNT TOTAL			332.28					
						ORG 001250		TOTAL		332.28				
001280				HUMAN/SOC.ASST										
001280				604900				OTHER PROFESSIONAL SERV.						
003118				HOMESTEAD DIRT WORKS		1189	2404548	2024	11	INV	P	4,999.00	083124	304529 WC PARKWAY ROW-CLEA
003118				HOMESTEAD DIRT WORKS		1196	2404765	2024	11	INV	P	23,210.00	083124	304529 BOBBY CHAIN MOWING
											28,209.00			
047034				BUGZ LAWN CARE		25	0	2024	11	INV	P	1,200.00	083124	304478 MONTHLY LANDSCAPE M
048676				PROCARE LANDS		29	0	2024	11	INV	P	6,000.00	083124	304590 WEEKLY MAINTENANCE
048966				MARTINEZ DAVID J		142	0	2024	11	INV	P	1,000.00	083124	304557 WEEKLY MAINTENANCE
048966				MARTINEZ DAVID J		143	0	2024	11	INV	P	1,400.00	083124	304557 WEEKLY MAINTENANCE
048966				MARTINEZ DAVID J		144	0	2024	11	INV	P	5,000.00	083124	304557 WEEKLY MAINTENANCE
											7,400.00			
049851				CHARLES RICHEY		3901	2403946	2024	11	INV	P	2,887.50	083124	304485 LABOR/CLEAN AREA/PL
						ACCOUNT TOTAL			45,696.50					
						ORG 001280		TOTAL		45,696.50				
001402				ECONOMIC DEV.										
001402				604900				OTHER PROFESSIONAL SERV.						
003718				MSP ENTERPRISES, LLC		081524-0	0	2024	11	INV	P	7,932.84	083124	304577 DEMO WORK ON 117 MO
003764				NEEL-SCHAFFER INC		1099517	0	2024	11	INV	P	5,321.46	083124	304580 MB 2022-387 SAFETY
						ACCOUNT TOTAL			13,254.30					
001402				790100				MISCELANEOUS CAP PROJECTS						
049196				JW CHAIN CONTRACTORS		CN 23-4030-005	0	2024	11	INV	P	59,032.30	083124	304545 MC/TATUM PARK SOCCE
049884				SCHAEFER PLASTICS		PCINV152475	2404097	2024	11	INV	P	31,590.00	083124	304600 TWO QUOTE - GARBAGE
050761				ARCHATRAK INC		INV-170298	2403239	2024	11	INV	P	46,057.18	083124	304460 2-QUOTE MODULAR PAR
						ACCOUNT TOTAL			136,679.48					
						ORG 001402		TOTAL		149,933.78				
001553				CEMETERY DIV										
001553				541500				SAND,CLAY,GRVL,FILL DIRT						
002359				BURGE EXCAVATING & G		2164	0	2024	11	INV	P	650.00	083124	304479 TOP SOIL FOR CEMETE
						ACCOUNT TOTAL			650.00					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001553	570000										
		002304	BRACKMAN MOWER WAREH	0058510	2404382	2024 11	INV	P	170.00	083124	304474 MOTOR VEHICLE REPAI
		002565	COURTESY MOTORS INC	135916	2404691	2024 11	INV	P	8.34	083124	304499 OIL FILLER CAP UNIT
		004297	SOUTHERN TIRE MART (	2520162993	2404762	2024 11	INV	P	160.61	083124	304613 MOTOR VEHICLE REPAI
		048827	CARQUEST	14758-40111	2404674	2024 11	INV	P	53.49	083124	304483 TRANSMISSION FLUID
									392.44		
001553	575500										
		002083	ALLBRITTON CHAIN SAW	105955	2404764	2024 11	INV	P	222.31	083124	304455 AGRICLTRL PARTS & S
		002083	ALLBRITTON CHAIN SAW	18585	0	2024 11	INV	P	124.79	083124	304455 REPAIRS TO UNIT#218
									347.10		
		002304	BRACKMAN MOWER WAREH	58875	2404693	2024 11	INV	P	8.00	083124	304474 BRAKE BAND FOR CHAI
		002304	BRACKMAN MOWER WAREH	58945	2404738	2024 11	INV	P	43.97	083124	304474 AGRICLTRL PARTS & S
									51.97		
									399.07		
001553	604900										
		003191	INTERFACE SECURITY S	20755270	0	2024 11	INV	P	52.78	083124	304537 MB# 2006-2/76-77SEC
									52.78		
001553	630500										
		003700	MS POWER COMPANY	E2024 AUG 21	0	2024 11	INV	P	961.84	083124	304572 MISSISSIPPI POWER C
									961.84		
001553	638400										
		002398	CAMPER CITY OF HATTI	59157	2404484	2024 11	INV	P	952.00	083124	304481 MOTOR VEHICLE EQUIP
		002738	EMPIRE TRUCK SALES	RE006039962:01	2404682	2024 11	INV	P	3,721.99	083124	304507 REPAIR AND MAINTENA
		002738	EMPIRE TRUCK SALES	RE006039962:02	2404749	2024 11	INV	P	2,146.71	083124	304507 REPAIR AND MAINTENA
									5,868.70		
									6,820.70		
001553	643000										
		002471	CINTAS CORPORATION #	4201658824	0	2024 11	INV	P	100.76	083124	304487 ST CONT# 8200044758
									100.76		
001553	643500										
		002471	CINTAS CORPORATION #	4201658617	0	2024 11	INV	P	33.37	083124	304488 ST CONT# 8200044758
		002471	CINTAS CORPORATION #	4202371200	0	2024 11	INV	P	33.37	083124	304488 ST. CONT#8200044758

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
002471 CINTAS CORPORATION # 4203190243					0	2024 11	INV P	33.37	083124	304488 ST CONT# 8200044758
								100.11		
				ACCOUNT TOTAL				100.11		
				ORG 001553		TOTAL		9,477.70		
001560				PARKING OPER.						
001560 630500				ELECTRICITY						
003700 MS POWER COMPANY		E2024 AUG 21			0	2024 11	INV P	1,138.80	083124	304572 MISSISSIPPI POWER C
				ACCOUNT TOTAL				1,138.80		
001560 640200				PARKING GARAGE/LOT RENT						
003789 NORFOLK SOUTHERN COR		93782662			0	2024 11	INV P	2,489.82	083124	304581 MONTHLY LEASE OF PR
				ACCOUNT TOTAL				2,489.82		
				ORG 001560		TOTAL		3,628.62		
FUND 001 General Fund				TOTAL:				618,091.20		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
002300					PKS/REC-RECREATION MAINT. DIV.					
002300	510000				CLEANING/JANITORIAL SPLY					
003810	OFFICE	PRODUCTS PLUS	1065679-2	2404500	2024	11	INV P	36.23	083124	304582 JANITORAL SUPPLIES
003810	OFFICE	PRODUCTS PLUS	10659920	2404546	2024	11	INV P	322.74	083124	304582 JANITORAL SUPPLIES
003810	OFFICE	PRODUCTS PLUS	1066614-0	2404643	2024	11	INV P	56.48	083124	304582 JANITORAL SUPPLIES
003810	OFFICE	PRODUCTS PLUS	1066874-0	2404673	2024	11	INV P	368.88	083124	304582 JANITORAL SUPPLIES
								784.33		
					ACCOUNT TOTAL			784.33		
002300	551000				RECREATIONAL SUPPLIES					
002492	CLEMTS	HARDWARE	132539	2404768	2024	11	INV P	12.00	083124	304494 KEYS FOR TATUM PARK
					ACCOUNT TOTAL			12.00		
002300	560000				BUILDING MATERIALS & SPLY					
002492	CLEMTS	HARDWARE	132517	2404638	2024	11	INV P	33.00	083124	304494 PR GROUNDS-SUPPLIES
003242	JEFCOAT	FENCE OF HAT	0025471	2404290	2024	11	INV P	250.00	083124	304543 KEYS FOR TATUM PARK
004256	SOLAR SUPPLY INC		3482441	2404697	2024	11	INV P	16.87	083124	304610 TATUM PARK A/C REPA
050876	LESLIE JEFFCOAT		0025527	2404606	2024	11	INV P	328.00	083124	304554 TATUM FENCE MATERIA
					ACCOUNT TOTAL			627.87		
002300	561000				PLUMBING SUPPLIES					
003302	KEELING COMPANY	(HAT	S4538055.001	2403890	2024	11	INV P	454.38	083124	304546 IRRIGATION SUPPLIES
003543	MCELHANEY	PLUMBING I	305053	2404513	2024	11	INV P	51.82	083124	304558 TATUM SOCCER ICE MA
003543	MCELHANEY	PLUMBING I	305399	2404740	2024	11	INV P	50.54	083124	304558 PLUMBING REPAIR AT
								102.36		
					ACCOUNT TOTAL			556.74		
002300	570000				MTR VEHICLE REP. PTS/SPL					
002083	ALLBRITTON	CHAIN SAW	105832	2404689	2024	11	INV P	483.82	083124	304455 SHOP SUPPLIES
002083	ALLBRITTON	CHAIN SAW	18541	2404561	2024	11	INV P	45.15	083124	304455 MOWER PARTS
								528.97		
048827	CARQUEST		14758-40017	2404618	2024	11	INV P	102.04	083124	304483 TRUCK MAINT UNIT #1
048827	CARQUEST		14758-40074	2404640	2024	11	INV P	41.88	083124	304483 SHOP SUPPLIES
								143.92		
					ACCOUNT TOTAL			672.89		
002300	604900				OTHER PROFESSIONAL SERV.					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11										
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
002304	BRACKMAN	MOWER	WAREH	58336	2404610	2024 11	INV P	100.00	083124	304474 MOWER REPAIR UNIT#2
002304	BRACKMAN	MOWER	WAREH	58337	2404612	2024 11	INV P	150.00	083124	304474 MOWER REPAIR UNIT#2
002304	BRACKMAN	MOWER	WAREH	58338	2404613	2024 11	INV P	125.00	083124	304474 MOWER REPAIR UNIT#1
								375.00		
047043	PORTABLE	TOILETS		110382	2404592	2024 11	INV P	755.00	083124	304588 PORTABLES FOR TATUM
ACCOUNT TOTAL								1,130.00		
002300	630500				ELECTRICITY					
003700	MS POWER COMPANY			E2024 AUG 21	0	2024 11	INV P	990.20	083124	304572 MISSISSIPPI POWER C
ACCOUNT TOTAL								990.20		
002300	635000				BUILDING R&M					
050856	R & R SHEET METAL			R10820	2404131	2024 11	INV P	1,450.00	083124	304594 JAYCEE PARK IMPROV
ACCOUNT TOTAL								1,450.00		
002300	638700				AGRICULTURAL EQ. R&M					
002304	BRACKMAN	MOWER	WAREH	58335	2404615	2024 11	INV P	909.23	083124	304474 WEED EATER REPAIR
002304	BRACKMAN	MOWER	WAREH	58336	2404610	2024 11	INV P	889.30	083124	304474 MOWER REPAIR UNIT#2
002304	BRACKMAN	MOWER	WAREH	58337	2404612	2024 11	INV P	250.24	083124	304474 MOWER REPAIR UNIT#2
002304	BRACKMAN	MOWER	WAREH	58338	2404613	2024 11	INV P	955.92	083124	304474 MOWER REPAIR UNIT#1
								3,004.69		
ACCOUNT TOTAL								3,004.69		
002300	639800				TOW IN CHARGES					
003253	JOHNNY'S WRECKER SER			47157	0	2024 11	INV P	300.00	083124	304544 TOWING UNIT 21946 F
ACCOUNT TOTAL								300.00		
002300	644900				OTHER RENT					
002071	AIRGAS USA LLC (NORD			5508244428	0	2024 11	INV P	104.79	083124	304454 PR GROUNDS-CYLINDER
002471	CINTAS CORPORATION #			4202107793	0	2024 11	INV P	38.27	083124	304488 PR GROUNDS MAT RENT
002471	CINTAS CORPORATION #			4202108349	0	2024 11	INV P	269.46	083124	304487 PR GROUNDS UNIFORM
002471	CINTAS CORPORATION #			4202796565	0	2024 11	INV P	38.27	083124	304488 PR GROUNDS MAT RENT
002471	CINTAS CORPORATION #			4202797189	0	2024 11	INV P	269.46	083124	304487 PR GROUNDS UNIFORM
								615.46		
ACCOUNT TOTAL								720.25		
002300	699900				SERVICES NOT SPECIFIED					
003118	HOMESTEAD DIRT WORKS			1188	2404622	2024 11	INV P	4,999.00	083124	304529 TIMBERTON COMPLEX-L
004057	RJ YOUNG COMPANY			INV7076401	0	2024 11	INV P	617.15	083124	304596 INK FOR COLOR COPIE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S		WARRANT	CHECK	DESCRIPTION
050384	FOUR SEASONS ORNAMEN	3027	0	2024 11	INV P			375.00	083124	304514	PR GROUNDS-HARDY ST
050384	FOUR SEASONS ORNAMEN	3028	0	2024 11	INV P			785.00	083124	304514	PR GROUNDS-38th ave
050384	FOUR SEASONS ORNAMEN	3029	0	2024 11	INV P			185.00	083124	304514	PR GROUNDS ZOO HARD
050384	FOUR SEASONS ORNAMEN	3030	0	2024 11	INV P			300.00	083124	304514	PR GROUNDS LAMAR BL
								1,645.00			
ACCOUNT TOTAL								7,261.15			
002300	729549			TATUM PARK/DIXIE YOUTH							
002802	FERGUSON ENTERPRISES	6350161	2404323	2024 11	INV P			3,981.95	083124	304511	AC REPLACEMENT DAMA
002883	GARNER LUMLEY ELECTR	611897	2404520	2024 11	INV P			145.00	083124	304515	TATUM SOCCER SUPPLI
004176	SHERWIN-WILLIAMS COM	1387-9	2404275	2024 11	INV P			679.74	083124	304604	TATUM PARK CONCESSI
ACCOUNT TOTAL								4,806.69			
002300	729599			MISC.OTHER IMPROVEMENTS							
003242	JEFCOAT FENCE OF HAT	0025535	2404166	2024 11	INV P			2,686.46	083124	304543	FENCE FOR FIELDS 13
ACCOUNT TOTAL								2,686.46			
ORG 002300 TOTAL								25,003.27			
002315				PKS/REC-REC.ADMIN/COM.REL.							
002315	551000			RECREATIONAL SUPPLIES							
002071	AIRGAS USA LLC (NORD	5509663727	0	2024 11	INV P			106.82	083124	304454	HELIUM RENTAL RECRE
004205	SIGNS FIRST	89632	2404431	2024 11	INV P			225.07	083124	304605	FOOTBALL DECALS FOR
ACCOUNT TOTAL								331.89			
002315	604900			OTHER PROFESSIONAL SERV.							
002796	FASTSIGNS OF HATTIES	2153-12798	2403368	2024 11	INV P			40.83	083124	304510	PICKLEBALL COURT; M
002965	GUTHRIE, JONI S	JGUTHRIE813	0	2024 11	INV P			120.00	083124	304523	LOW IMPACT AEROBICS
047971	BRETT CUMMINS	BCUMMINS727	0	2024 11	INV P			100.00	083124	304476	ADULT WATERCOLOR CL
047971	BRETT CUMMINS	BCUMMINS814	0	2024 11	INV P			250.00	083124	304476	ADULT WATERCOLOR CL
								350.00			
ACCOUNT TOTAL								510.83			
002315	630000			GAS							
004321	SPIRE	G2024-8/15	0	2024 11	INV P			26.02	083124	304615	SPIRE-(MILMUT GAS)
ACCOUNT TOTAL								26.02			
002315	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2024 AUG 21	0	2024 11	INV P			11,747.20	083124	304572	MISSISSIPPI POWER C

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S		WARRANT	CHECK	DESCRIPTION	
		ACCOUNT TOTAL				11,747.20			
002315	638800			RECREATIONAL EQ. R&M					
003380	LANCASTER'S MACHINE	025791	2404595	2024 11	INV P	485.00	083124	304551	RECREATION REPAIR E
003380	LANCASTER'S MACHINE	025796	2404596	2024 11	INV P	190.00	083124	304551	RECREATION REPAIR E
						675.00			
		ACCOUNT TOTAL				675.00			
		ORG 002315		TOTAL		13,290.94			
FUND 002		PARKS & RECREATION FUND		TOTAL :		38,294.21			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
009660										
009660	630000									
004321	SPIRE			G2024-8/15	0	2024 11	INV P	20.00	083124	304615 SPIRE-(MILMUT GAS)
								20.00		
009660	687000									
050419	SCRUB HUB LLC			9	2401114	2024 11	INV P	432.72	083124	304602 TWO-QUOTE JANITORIA
								432.72		
								452.72		
009672										
009672	561000									
002543	CONSOLIDATED PIPE &			MS0042253	2403138	2024 11	INV P	3,054.50	083124	304498 WAREHOUSE STOCK FOR
004284	SOUTHERN PIPE & SUPP			9906763-00	2404316	2024 11	INV P	1,709.25	083124	304612 WAREHOUSE STOCK FOR
004284	SOUTHERN PIPE & SUPP			9906763-01	2404316	2024 11	INV P	225.73	083124	304612 WAREHOUSE STOCK FOR
004284	SOUTHERN PIPE & SUPP			9952986-00	2404571	2024 11	INV P	2,615.33	083124	304612 WAREHOUSE STOCK FOR
								4,550.31		
								7,604.81		
009672	570000									
004297	SOUTHERN TIRE MART (			2520161213	2404585	2024 11	INV P	495.59	083124	304613 SERVICE CALL FOR UN
								495.59		
009672	636000									
003649	C J MORGAN INC			2024029	0	2024 11	INV P	206,314.85	083124	304480 MB2022-680: WATER R
003649	C J MORGAN INC			2024043	0	2024 11	INV P	9,148.00	083124	304480 MB2022-680: WATER R
								215,462.85		
								215,462.85		
								223,563.25		
009673										
009673	513000									
002094	ALLIED UNIVERSAL COR			I2960457	2404489	2024 11	INV P	16,270.00	083124	304456 CHLORINE & SULFUR D
002094	ALLIED UNIVERSAL COR			I2960458	2404489	2024 11	INV P	9,840.00	083124	304456 CHLORINE & SULFUR D
								26,110.00		
								26,110.00		
009673	546000									
003543	MCELHANEY PLUMBING I			305920	2404755	2024 11	INV P	59.85	083124	304558 HAND TOOLS FOR WATE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
003861	PATTERSON AUTO ELECT	82515	2404747	2024 11	INV P			444.40 083124	304583	REPAIRS TO UNIT # 2
				ACCOUNT TOTAL				504.25		
009673	604900			OTHER PROFESSIONAL	SERV.					
002083	ALLBRITTON CHAIN SAW	18569	2404744	2024 11	INV P			255.73 083124	304455	MOWER REPAIRS FOR S
002083	ALLBRITTON CHAIN SAW	18595	2404744	2024 11	INV P			293.45 083124	304455	MOWER REPAIRS FOR S
								549.18		
002471	CINTAS CORPORATION #	4203190225	0	2024 11	INV P			309.04 083124	304487	SC#8200044758: UNIF
				ACCOUNT TOTAL				858.22		
009673	630000			GAS						
004321	SPIRE	G2024-8/15	0	2024 11	INV P			20.00 083124	304615	SPIRE-(MILMUT GAS)
				ACCOUNT TOTAL				20.00		
009673	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024 AUG 21	0	2024 11	INV P			40,132.37 083124	304572	MISSISSIPPI POWER C
				ACCOUNT TOTAL				40,132.37		
009673	635000			BUILDING R&M						
003614	MISSION COMMUNICATIO	1091012	0	2024 11	INV P			19,201.80 083124	304562	ANNUAL SERVICE, VAR
				ACCOUNT TOTAL				19,201.80		
009673	635500			ELECTRICAL R&M						
002288	BONNER ANALYTICAL TE	84263	0	2024 11	INV P			2,289.01 083124	304473	NPDES MONITORING, L
002288	BONNER ANALYTICAL TE	84288	0	2024 11	INV P			1,530.00 083124	304473	COLIFORM TESTING, A
								3,819.01		
002471	CINTAS CORPORATION #	4202369989	0	2024 11	INV P			91.41 083124	304487	SC#8200044758: MOPS
002471	CINTAS CORPORATION #	4202371170	0	2024 11	INV P			492.79 083124	304487	SC#8200044758: UNIF
								584.20		
				ACCOUNT TOTAL				4,403.21		
				ORG 009673	TOTAL			91,229.85		
009676				W&S O&M-SEWER DIVISION						
009676	559000			OTHER OPERATING MATL/SPLY						
002083	ALLBRITTON CHAIN SAW	105825	2404660	2024 11	INV P			79.90 083124	304455	WEEDEATER HEADS FOR
				ACCOUNT TOTAL				79.90		
009676	561000			PLUMBING SUPPLIES						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004284	SOUTHERN PIPE & SUPP	9990488-00	2404602	2024 11	INV	P			129.25 083124	304612	WAREHOUSE STOCK FOR
ACCOUNT TOTAL									129.25		
009676	570000			MTR VEHICLE REP.	PTS/SPL						
048827	CARQUEST	14758-40031	2404626	2024 11	INV	P			167.50 083124	304483	BATTERY FOR ASSET #
ACCOUNT TOTAL									167.50		
009676	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2024 AUG 21	0	2024 11	INV	P			2,653.48 083124	304572	MISSISSIPPI POWER C
004282	SOUTHERN PINE ELECT	274.92	0	2024 11	INV	P			274.92 083124	304611	SOUTHERN PINE ELECT
004282	SOUTHERN PINE ELECT	E2024-8/15	0	2024 11	INV	P			142.69 083124	304611	SOUTHERN PINE ELECT
									417.61		
ACCOUNT TOTAL									3,071.09		
009676	636000			STREETS & STRUCTURES R&M							
004058	RJM MCQUEEN CONTRACT	3020	0	2024 11	INV	P			10,625.90 083124	304597	MB2022-680: SEWER R
004058	RJM MCQUEEN CONTRACT	3024	0	2024 11	INV	P			9,465.25 083124	304597	MB2022-680: SEWER R
004058	RJM MCQUEEN CONTRACT	3025	0	2024 11	INV	P			10,524.75 083124	304597	MB2022-680: SEWER R
004058	RJM MCQUEEN CONTRACT	3026	0	2024 11	INV	P			7,078.00 083124	304597	MB2022-680: SEWER R
004058	RJM MCQUEEN CONTRACT	3027	0	2024 11	INV	P			4,565.00 083124	304597	MB2022-680: SEWER R
004058	RJM MCQUEEN CONTRACT	3029	0	2024 11	INV	P			270.00 083124	304597	MB2022-680: SEWER R
004058	RJM MCQUEEN CONTRACT	3034	0	2024 11	INV	P			10,359.00 083124	304597	MB2022-680: SEWER R
004058	RJM MCQUEEN CONTRACT	3037	0	2024 11	INV	P			8,887.30 083124	304597	MB2022-680: SEWER R
004058	RJM MCQUEEN CONTRACT	3040	0	2024 11	INV	P			240.00 083124	304597	MB2022-680: SEWER R
									62,015.20		
ACCOUNT TOTAL									62,015.20		
ORG 009676 TOTAL									65,462.94		
009677				W&S O&M-SEWER LAGOON DIV.							
009677	602500			LEGAL							
004599	WATKINS & EAGER	435441	0	2024 11	INV	P			967.50 083124	304630	RE: ENVIRONMENTAL M
ACCOUNT TOTAL									967.50		
009677	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2024 AUG 21	0	2024 11	INV	P			684.40 083124	304572	MISSISSIPPI POWER C
003873	PEARL RIVER VALLEY E	2024 08.20.24	0	2024 11	INV	P			50.00 083124	304585	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2024 08.21.24	0	2024 11	INV	P			243.01 083124	304585	PEARL RIVER VALLEY
									293.01		
ACCOUNT TOTAL									977.41		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11										
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
009677		638000								
003348		L & A CONTRACTING CO		483-275	0	FIXED EQUIPMENT R&M 2024 11 INV P		45,561.11	083124	304550 MB2024-1088: LAGOON
ACCOUNT TOTAL								45,561.11		
ORG 009677						TOTAL		47,506.02		
FUND 009				WATER & SEWER OPERATION/MAINT.			TOTAL:	428,214.78		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
011000			WATER & SEWER		BALANCE SHEET				
011000 114000					METER SECURITY DEPOSITS				
050931	DAY, ROBYN	54239	0	2024 11	INV	P	11.34 083124	304502	
ACCOUNT TOTAL							11.34		
011000 115000					COLLECTION FEES				
050932	BIRD, JEAN	54496	0	2024 11	INV	P	85.30 083124	304467	
ACCOUNT TOTAL							85.30		
011000 128500					RESIDENTIAL GARBAGE				
050932	BIRD, JEAN	54497	0	2024 11	INV	P	17.00 083124	304468	
050932	BIRD, JEAN	54498	0	2024 11	INV	P	17.00 083124	304469	
050932	BIRD, JEAN	54499	0	2024 11	INV	P	17.00 083124	304470	
050932	BIRD, JEAN	54500	0	2024 11	INV	P	17.00 083124	304471	
050932	BIRD, JEAN	54501	0	2024 11	INV	P	17.00 083124	304472	
							85.00		
ACCOUNT TOTAL							85.00		
ORG 011000 TOTAL							181.64		
011001			WATER & SEWER		REVENUES				
011001 360001					RESIDENTIAL WATER-NO TAX				
050932	BIRD, JEAN	54496	0	2024 11	INV	P	38.60 083124	304467	
050932	BIRD, JEAN	54497	0	2024 11	INV	P	21.60 083124	304468	
050932	BIRD, JEAN	54498	0	2024 11	INV	P	21.60 083124	304469	
050932	BIRD, JEAN	54499	0	2024 11	INV	P	21.60 083124	304470	
050932	BIRD, JEAN	54500	0	2024 11	INV	P	21.60 083124	304471	
050932	BIRD, JEAN	54501	0	2024 11	INV	P	21.60 083124	304472	
							146.60		
050935	SIMMONS, JERRI BARDW	54696	0	2024 11	INV	P	23.33 083124	304606	
050935	SIMMONS, JERRI BARDW	54697	0	2024 11	INV	P	126.54 083124	304607	
							149.87		
ACCOUNT TOTAL							296.47		
011001 363002					RESIDENTIAL SEWER				
050932	BIRD, JEAN	54496	0	2024 11	INV	P	21.60 083124	304467	
050932	BIRD, JEAN	54497	0	2024 11	INV	P	21.60 083124	304468	
050932	BIRD, JEAN	54498	0	2024 11	INV	P	21.60 083124	304469	
050932	BIRD, JEAN	54499	0	2024 11	INV	P	21.60 083124	304470	
050932	BIRD, JEAN	54500	0	2024 11	INV	P	21.60 083124	304471	
050932	BIRD, JEAN	54501	0	2024 11	INV	P	21.60 083124	304472	
							129.60		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
		ACCOUNT TOTAL				129.60			
		ORG 011001 TOTAL				426.07			
FUND 011 WATER & SEWER FUND		TOTAL:				607.71			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11													
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION		
019100				POL.FORFEITURES-POLICE DIV.									
019100 740000				AUTOMOBILES									
002060	ADVANCE	AUTO	PARTS	5604422872830	2404608	2024	11	INV	P	4,750.00	083124	304451 TIRE CHANGE MACHINE	
002060	ADVANCE	AUTO	PARTS	5604423272877	2404649	2024	11	INV	P	893.77	083124	304451 POLICE UNIT 18328	
										5,643.77			
003861 PATTERSON AUTO ELECT 82485				2404521	2024	11	INV	P	3,661.65	083124	304583 REMOVE AND REPLACE		
004514 UNIVERSITY TIRE & SE INV240857				2404586	2024	11	INV	P	2,000.00	083124	304626 TIRES FOR STOCK		
ACCOUNT TOTAL										11,305.42			
ORG 019100 TOTAL										11,305.42			
FUND 019 POLICE FORFEITURES FUND										TOTAL:	11,305.42		

YEAR/PERIOD: 2024/11 TO 2024/11		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
073570										
073570	546000									
050524	B & R INDUSTRIAL	1023856		2403433	2024 11	INV	P	1,322.74	083124	304466 SHOP SUPPLIES-PALLE
								1,322.74		
073570	559000									
048827	CARQUEST	14758-39393		2404263	2024 11	INV	P	248.69	083124	304483 SHOP SUPPLIES AND B
								248.69		
073570	560000									
048827	CARQUEST	14758-39393		2404263	2024 11	INV	P	172.68	083124	304483 SHOP SUPPLIES AND B
								172.68		
073570	571001									
002169	AUTOMOTIVE GLASS SPE	I263171		2404459	2024 11	INV	P	488.00	083124	304465 REPLACE GLASS IN DO
002565	COURTESY MOTORS INC	135082		2404528	2024 11	INV	P	1,279.68	083124	304499 BRAKE PADS FOR NEW
048827	CARQUEST	14758-39393		2404263	2024 11	INV	P	1,297.82	083124	304483 SHOP SUPPLIES AND B
								3,065.50		
073570	571002									
004597	WATERS INTERNATIONAL	08P877116		2404621	2024 11	INV	P	70.94	083124	304629 REPAIRS TO BUS #185
048827	CARQUEST	14758-39393		2404263	2024 11	INV	P	121.39	083124	304483 SHOP SUPPLIES AND B
								192.33		
073570	599000									
048827	CARQUEST	14758-39393		2404263	2024 11	INV	P	178.63	083124	304483 SHOP SUPPLIES AND B
050524	B & R INDUSTRIAL	1026785		2403432	2024 11	INV	P	138.47	083124	304466 SHOP FLOOR SWEEP
								317.10		
073570	604900									
003253	JOHNNY'S WRECKER SER	47066		0	2024 11	INV	P	350.00	083124	304544 TOW FOR BUS #20584
								350.00		
073570	612000									
050524	B & R INDUSTRIAL	1023856		2403433	2024 11	INV	P	275.00	083124	304466 SHOP SUPPLIES-PALLE
								275.00		
073570	620000									
002527	COMMERCIAL STATIONER	481587-0		2404620	2024 11	INV	P	97.20	083124	304496 BUS PASSES FOR EDWA

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL										97.20		
073570	630500	ELECTRICITY										
003700	MS POWER COMPANY	E2024	AUG 21	0		2024 11	INV P	1,082.40	083124		304572	MISSISSIPPI POWER C
ACCOUNT TOTAL										1,082.40		
073570	638501	BUS EQUIP R&M-FIXED ROUTE										
002565	COURTESY MOTORS INC	351284		2404551		2024 11	INV P	805.55	083124		304499	REPLACE WATER HOSE
002565	COURTESY MOTORS INC	351293		2404633		2024 11	INV P	3,101.37	083124		304499	REPAIR COOLANT LEAK
										3,906.92		
050656	MS COAST TRANSPORT	INV-114382643		2404550		2024 11	INV P	2,616.50	083124		304565	LABOR/PARTS FOR UNI
ACCOUNT TOTAL										6,523.42		
073570	638502	BUS EQUIP R&M-PARATRANSIT										
004597	WATERS INTERNATIONAL	835731		2404464		2024 11	INV P	2,825.83	083124		304629	REPAIRS TO BUS #185
ACCOUNT TOTAL										2,825.83		
073570	639800	TOW IN CHARGES										
003253	JOHNNY'S WRECKER SER	47058		0		2024 11	INV P	350.00	083124		304544	TOW BUS #20585 TO C
003253	JOHNNY'S WRECKER SER	47337		0		2024 11	INV P	350.00	083124		304544	TOW BUS 22065 TO CO
										700.00		
ACCOUNT TOTAL										700.00		
073570	643000	UNIFORM RENT										
002471	CINTAS CORPORATION #	4201657955		0		2024 11	INV P	221.14	083124		304487	HCT UNIFORM RENTALS
002471	CINTAS CORPORATION #	4202370493		0		2024 11	INV P	196.23	083124		304487	HCT UNIFORM RENTALS
										417.37		
ACCOUNT TOTAL										417.37		
073570	687000	CUSTODIAL SERVICE										
050419	SCRUB HUB LLC	9		2401114		2024 11	INV P	432.72	083124		304602	TWO-QUOTE JANITORIA
ACCOUNT TOTAL										432.72		
073570	729553	BUS SHELTER INFRAS-533										
004058	RJM MCQUEEN CONTRACT FTA SIDEWALK #9FINAL	0				2024 11	INV P	122,205.29	083124		304597	MB 2021-569 FTA SID
ACCOUNT TOTAL										122,205.29		
ORG 073570 TOTAL										140,228.27		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11										
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
FUND 073 MASS TRANSIT FUND					TOTAL:		140,228.27			

YEAR/PERIOD: 2024/11 TO 2024/11										
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
075695				W&S CONSTR.-CAPITAL PROJECTS						
075695 604900				OTHER PROFESSIONAL SERV.						
002100 AMERICAN AIR SPECIAL 70941				0	2024 11	INV P	268.84	083124	304458	SEWER REPAIR/HVAC R
				ACCOUNT TOTAL				268.84		
075695 724501				ARCADIA SUNSET						
047045 JAY BEARDEN CONSTRUC PAY APP NO 10				0	2024 11	INV P	25,510.87	083124	304542	MB 2022-125 ARCADIA
				ACCOUNT TOTAL				25,510.87		
075695 724502				PIPELINE ROAD						
003649 C J MORGAN INC 2024046				0	2024 11	INV P	106,926.62	083124	304480	MB 2021-570 PIPELIN
				ACCOUNT TOTAL				106,926.62		
				ORG 075695 TOTAL				132,706.33		
FUND 075 WATER&SEWER CONSTRUCTION FUND				TOTAL:		132,706.33				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
077650				COMMUNITY CTR-ADMIN/GENERAL						
077650	546000			MINOR EQUIPMENT						
002714	ECONOMY SUPPLY CO	129090		2404735	2024 11	INV P		27.95 083124		304506 MATERIAL TO REPAIR
				ACCOUNT TOTAL				27.95		
077650	560500			ELECTRICAL SUPPLIES						
004256	SOLAR SUPPLY INC	3478686		2403503	2024 11	INV P		172.07 083124		304610 MATERIAL FOR AC UNI
				ACCOUNT TOTAL				172.07		
077650	630000			GAS						
004321	SPIRE	G2024-8/15		0	2024 11	INV P		56.85 083124		304615 SPIRE-(MILMUT GAS)
				ACCOUNT TOTAL				56.85		
077650	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024 AUG 21		0	2024 11	INV P		4,778.88 083124		304572 MISSISSIPPI POWER C
				ACCOUNT TOTAL				4,778.88		
077650	637000			HOUSEHOLD EQUIPMENT R&M						
002567	COURTNEY'S RESTAURAN	16162		2404662	2024 11	INV P		671.47 083124		304500 REPAIR TO ICE MACHI
002567	COURTNEY'S RESTAURAN	16163		0	2024 11	INV P		900.00 083124		304500 CLEAN ICE MACHINES
								1,571.47		
				ACCOUNT TOTAL				1,571.47		
077650	639900			OTHER REPAIRS AND MAINT.						
002672	DOLEAC ELECTRIC CO I	BMRX224		2403676	2024 11	INV P		5,700.00 083124		304505 INSTALL ATS CNTRL F
002905	GILLILANDS ELECTRONI	15168		0	2024 11	INV P		120.00 083124		304517 YRLY CLOUD ACCESS S
				ACCOUNT TOTAL				5,820.00		
077650	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4197389130		0	2024 11	INV P		143.62 083124		304487 UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4198076250		0	2024 11	INV P		125.00 083124		304487 UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4198772499		0	2024 11	INV P		125.00 083124		304487 UNIFORM RENTAL FOR
002471	CINTAS CORPORATION #	4199511277		0	2024 11	INV P		125.00 083124		304487 UNIFORM RENTAL FOR
								518.62		
				ACCOUNT TOTAL				518.62		
077650	715021			CE ROY/5TH STREET						
004386	T & C RESTAURANT EQU	1-26267		2403248	2024 11	INV P		3,793.78 083124		304619 GAS STOVE FOR CE RO
				ACCOUNT TOTAL				3,793.78		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
		ORG 077650	TOTAL					16,739.62	
FUND 077	COMMUNITY CENTERS'	FUND	TOTAL:					16,739.62	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11												
ACCOUNT/VENDOR			INVOICE			PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
079605						COVID FISCAL	RECOVERY EXPENSES					
079605 729567							MLK AVE INFRASTRUCTURE IMPROVE					
002915	GRADY	CRAWFORD	CONST	PAY	APP NO 3	0	2024 11	INV	P	330,471.01	083124	304521 MB 2022-271 MLK AVE
ACCOUNT TOTAL										330,471.01		
ORG 079605 TOTAL										330,471.01		
FUND 079 COVID FISCAL RECOVERY FUNDS										TOTAL: 330,471.01		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
082285								CDBG-ENTITLEMENTS	
082285 501000								OTHER EXPENDABLE OFF.SPL	
004328 STAPLES	6009234723	2404570	2024 11	INV	P	14.46 083124	304617	OFFICE SUPPLIES	
						ACCOUNT TOTAL		14.46	
						ORG 082285 TOTAL		14.46	
FUND 082 COMMUNITY DEVELOP. BLOCK GRANT						TOTAL:		14.46	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11										
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP S		WARRANT	CHECK	DESCRIPTION
086300				SPEC SALES TAX/RECREATION MAIN						
086300				CAPITAL PROJECTS						
050402	GUITAR	CENTER STORES	7900642171	2402287	2024 11	INV P	5,314.71	083124	304522	TWO QUOTE - AUDIO U
ACCOUNT TOTAL							5,314.71			
ORG 086300 TOTAL							5,314.71			
FUND 086 SPEC SALES TAX-P&R/UNIV IMPROV							TOTAL:	5,314.71		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/11 TO 2024/11											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
087601			INDUSTRIAL	PK-G.O.ACQUISITIONS							
087601		602500		LEGAL							
004171	SHEMPER, MICHAEL J P 175		0	2024	11	INV	P	206.25	083124	304603	LEGAL SERVICES THRO
004677	WISE CARTER CHILD & 252210		0	2024	11	INV	P	100.00	083124	304634	LEGAL SERVICES THRO
047720	HOWDESHELL, PITTMAN 1546		0	2024	11	INV	P	318.80	083124	304531	LEGAL SERVICES THRO
ACCOUNT TOTAL								625.05			
ORG 087601 TOTAL								625.05			
FUND 087		INDUSTRIAL PARK DEVELOPMENT		TOTAL:				625.05			

** END OF REPORT - Generated by Sherry Jackson **

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|City of Hattiesburg, MS
|A/P CASH DISBURSEMENTS JOURNAL

|P 32
|apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
001 General Fund		618,091.20
002 PARKS & RECREATION FUND		38,294.21
009 WATER & SEWER OPERATION/MAINT.		428,214.78
011 WATER & SEWER FUND		607.71
019 POLICE FORFEITURES FUND		11,305.42
073 MASS TRANSIT FUND		140,228.27
075 WATER&SEWER CONSTRUCTION FUND		132,706.33
077 COMMUNITY CENTERS' FUND		16,739.62
079 COVID FISCAL RECOVERY FUNDS		330,471.01
082 COMMUNITY DEVELOP. BLOCK GRANT		14.46
086 SPEC SALES TAX-P&R/UNIV IMPROV		5,314.71
087 INDUSTRIAL PARK DEVELOPMENT		625.05
801 CLAIMS FUND		
	1,722,612.77	
	-----	-----
TOTAL	1,722,612.77	1,722,612.77

** END OF REPORT - Generated by Sherry Jackson **



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, September 3, 2024
Re: Hold Public Hearing on the proposed budget and proposed tax levies for fiscal year 2025 at 5:30 p.m. in Council Chambers at City Hall.
File Number: 2024-441
Minute Book #

Summary

Hold Public Hearing on the proposed budget and proposed tax levies for fiscal year 2025 at 5:30 p.m. in Council Chambers at City Hall.

Recommendation Statement

Please place this on the September 3, 2024 City Council meeting for consideration.

**NOTICE OF A PUBLIC HEARING ON THE PROPOSED BUDGET AND
PROPOSED TAX LEVIES FOR FISCAL YEAR 2025 FOR THE CITY OF
HATTIESBURG, MS**

The City of Hattiesburg will hold a public hearing on its proposed budget and proposed tax levies for Fiscal year 2025 on Tuesday, September 3, 2024, at 5:30 p.m. in the Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS.

The City of Hattiesburg, Hattiesburg Municipal Separate School District, and the Library of Hattiesburg, Petal, and Forrest County are now operating with a projected total budget revenue of \$249,841,176. Twenty and one tenths percent (20.3%) or \$50,669,961 of such revenue is obtained through ad valorem taxes. For next fiscal year, the proposed budget has total projected revenue of \$250,658,102. Of that amount, 20.3%, or \$50,982,542 is proposed to be financed through a total ad valorem tax levy.

For the next fiscal year, the City of Hattiesburg plans to increase your ad valorem tax millage rate from the current 118.65 up to 118.70 mills.

A millage rate of 53.10 will produce the same amount of revenue from ad valorem taxes for the City of Hattiesburg as was collected the prior year. The millage rate for the previous year was 53.13.

A millage rate of 65.31 will produce the same amount of revenue from ad valorem taxes for the Hattiesburg Separate School District as was collected the prior year. The millage rate for the previous year was 65.52.

Any citizen of the City of Hattiesburg is invited to attend this public hearing on the proposed budget and tax levies for Fiscal Year 2024 and will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, September 3, 2024
Re: Adopt Resolution levying ad valorem taxes on all taxable property within the City of Hattiesburg, Mississippi, for the purpose of raising revenue for said City for the fiscal year beginning October 1, 2024, and ending September 30, 2025.
File Number: 2024-442
Minute Book #

Summary

Adopt Resolution levying ad valorem taxes on all taxable property within the City of Hattiesburg, Mississippi, for the purpose of raising revenue for said City for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 3, 2024 City Council meeting for consideration.

**A RESOLUTION LEVYING AD VALOREM TAXES ON
ALL OF THE TAXABLE PROPERTY WITHIN THE
CITY OF HATTIESBURG, MISSISSIPPI, FOR THE PURPOSE
OF RAISING REVENUE FOR SAID CITY FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025**

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi, are required by Section 21-33-45 of the Mississippi Code of 1972 at a meeting held on September 3, 2024 to levy the municipal ad valorem taxes for the fiscal year next succeeding, and are required to fix this rate or levy for the municipality and the municipal separate school district and to express the rates or levies therefore in mills or a decimal fraction of a mill; and

WHEREAS, the governing authorities have fully, carefully and maturely considered the requirements of the various funds of the City of Hattiesburg and of Hattiesburg Municipal Separate School District; and

WHEREAS, the Council does now find, determine and adjudge that the tax rates or levies appearing hereinafter for the said City of Hattiesburg, in order to raise funds required to meet the expenses of said City of Hattiesburg and for municipal purposes and the expense of said school district:

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, that the following ad valorem tax rates or levies be and the same are hereby fixed, imposed and levied for the current fiscal year 2023-2024 of said City upon said assessed value of all of the taxable property in the City of Hattiesburg, Forrest and/or Lamar Counties, Mississippi, and in said municipal separate school district, as said property is now assessed and listed, and as it may be hereafter assessed and listed upon the assessment rolls of said City of Hattiesburg, as of January 1, 2023, and the said rates or levies expressed in mills or a decimal fraction of a mill and determining the ad valorem taxes to be collected upon each dollar of valuation upon the assessment rolls of the City of Hattiesburg, Mississippi, and upon each dollar or valuation for the municipal separate school district as shown upon the assessment rolls of said City, being fixed, imposed, and levied as follows, to wit:

TAX LEVY FOR FISCAL YEAR 2023-2024
CITY OF HATTIESBURG

For General Revenue Purposes and General Improvements: General Fund Section 27-39-307, Code of 1972	41.15 Mills
For Parks and Recreation Purposes: Parks and Recreation Fund Section 21-37-43, Code of 1972	2.00 Mills
For Library Purposes: Library Fund Section 39-3-7, Code of 1972	1.85 Mills
For Municipal Bonds and Interest: For General Municipal Bonds and Interest Section 21-33-87, Code of 1972	5.00 Mills
For Disability and Relief: For Police and Firemen’s Disability And Relief Section 21-29-117, Code of 1972	2.63 Mills
For Hattiesburg Mass Transit System SB No. 2841-MS Legislative Session Of 1975	0.50 Mills
TOTAL EXCLUSIVE OF SCHOOLS	<u>53.13 Mills</u>
For School Purposes and Maintenance of Schools: District Maintenance, Section 37-57-1	58.33 Mills
For School Bonds and Interest: Section 37-59-23	4.17 Mills
For School Notes and Certificates of Indebtedness: Section 37-59-107	2.61 Mills
For Costs of Collection: Section 37-57-105(1)	.56 Mills
TOTAL LEVY FOR SCHOOL PURPOSES	<u>65.67 Mills</u>
TOTAL LEVY FOR ALL PURPOSES UPON EACH DOLLAR ASSESSED VALUATION	<u><u>118.80 Mills</u></u>

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Councilmember _____, seconded by Councilmember _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 3rd day of September, 2024.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of September, 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR